

Objection Deadline (Expedited Relief Requested): May 8, 2009 at 12:00 p.m. (prevailing Eastern Time)
Hearing Date (if necessary): To Be Determined

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: :
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: **Chapter 11 Case No.**
STAR TRIBUNE HOLDINGS :
CORPORATION, et al., : **09-10244 (RDD)**
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: **(Jointly Administered)**
Debtors.¹ :
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:
----- X

**DEBTORS' MOTION PURSUANT TO SECTION 363 OF THE BANKRUPTCY
CODE FOR AUTHORITY TO ENTER INTO AMENDMENTS TO
COLLECTIVE BARGAINING AGREEMENT WITH MINNESOTA
NEWSPAPER GUILD/TYPOGRAPHICAL UNION, CWA LOCAL 37002**

Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The
Star Tribune Company (“**Star Tribune**” and, together with Star Tribune Holdings, the
“**Debtors**”) respectfully represent:

¹ The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

Background and Jurisdiction

1. On January 15, 2009 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

2. Additional information about the Debtors’ businesses and the events leading up to the Petition Date can be found in the Affidavit of David W. Montgomery, Chief Financial Officer of Star Tribune [Docket No. 14], which is incorporated herein by reference.

3. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

4. Star Tribune and the Minnesota Newspaper Guild/Typographical Union, CWA Local 37002 (the “**Guild**”) are parties to a collective bargaining agreement, entered into on August 1, 2008, and effective through July 31, 2011 (the “**CBA**”). The CBA sets forth the rates of pay, work rules and working conditions for most of Star Tribune’s newsroom employees (including reporters, copy editors, photographers, reference librarians, news assistants, designers and many others) and for certain employees performing functions relating to promotional, editorial and circulation work. As of the

date hereof, the Guild represents 278 Star Tribune employees, making it the largest of Star Tribune's unions in terms of the headcount.

5. By this motion (the "**Motion**"), the Debtors seek authorization, pursuant to section 363 of the Bankruptcy Code, to enter into certain modifications to the CBA, as embodied in a Letter of Agreement (the "**LOA**") between Star Tribune and the Guild, which was agreed to between the Star Tribune and the Guild's Negotiating Committee on April 24, 2009. Attached hereto as Exhibit 1 is a true and correct copy of the LOA (together with the exhibits² thereto) in the form that will be executed by the parties.

6. The Guild has consented to and fully supports the relief sought in this Motion.

History of Negotiations

7. In January 2008, having determined that a restructuring of its union contracts would be necessary for the continued survival of its business, the Star Tribune retained Restructuring Associates, Inc. ("**RAI**"), a Washington, D.C.-based management consulting firm, to help work collaboratively with Star Tribune and all of its unions on reducing its labor costs. The Star Tribune, with the assistance of RAI, began discussions with its unions, including the Guild, to achieve necessary contract modifications and savings.

² Pursuant to ¶ 27 of the Case Management Order (as defined below), because Exhibit A to the LOA contains highly sensitive employee information, the Debtors have not attached a copy of Exhibit A to the LOA to this Motion, but will provide a full copy of Exhibit A to the LOA to the Court, the Office of the United States Trustee, counsel to the first-lien lenders, and the advisers to the statutory committee of unsecured creditors appointed in these chapter 11 cases. Failure to describe in this Motion any provision of Exhibit A to the LOA does not affect its enforceability, or the enforceability of the LOA itself. Should any party request that Exhibit A to the LOA be filed, the Debtors reserve the right to seek relief under section 107(b) of the Bankruptcy Code or Bankruptcy Rule 9018.

8. Subsequently, in the summer of 2008, the Star Tribune continued discussions with all of its unions to achieve necessary contract modifications, but was unable to reach agreement with any union, except for the Guild, whose CBA expired in the summer of 2008, and therefore, negotiations to achieve the desired savings did not require opening an existing CBA.

9. On August 1, 2008, the Star Tribune and the Guild implemented a new CBA reflecting the parties' agreement to achieve \$2.4 million in annualized savings, primarily through a wage freeze, the reduction of healthcare costs and employee buyouts.

10. In December 2008, the Star Tribune was forced to seek additional savings from the Guild and its other unions because of its deteriorating financial condition. The Star Tribune delivered a bargaining proposal to the Guild seeking contract modifications, but no agreement was reached prior to the Petition Date.

11. Following the Petition Date, the Star Tribune offered a revised proposal to the Guild pursuant to section 1113 on March 23, 2009, which took into consideration Star Tribune's further declining financial situation. This proposal sought certain modifications to the Guild's CBA, including modifications that provided readily quantifiable savings, and modifications that provided needed flexibility. Subsequently, the Star Tribune and the Guild engaged in substantive negotiations pursuant to section 1113 on April 3–7, 9, 13–16, and 20–24. On April 24, the parties agreed to certain modifications to the March 23 section 1113 proposal that are reflected in the LOA. The LOA provides for CBA modifications to be implemented in three phases. Those three phases, together with the corresponding readily quantifiable savings specific to each phase, are: (1) the date of this Court's Order approving the Motion (the "**Approval**

Date”) to April 30, 2010 (“**Phase One**”) with \$1.655 million in readily quantifiable savings; (2) May 1, 2010 to April 30, 2011 (“**Phase Two**”) with \$1.860 million in readily quantifiable savings; and (3) May 1, 2011 to July 31, 2011 (“**Phase Three**”) with \$1.893 million in readily quantifiable savings.

12. The LOA was the result of exceedingly hard-fought and difficult negotiations between senior representatives of, and experienced counsel and advisors to, Star Tribune and the Guild, and involved compromises by both parties in key areas. On April 28, 2009, the Guild’s international union, the Newspaper Guild, Communications Workers of America in Washington, D.C., approved the agreement. Over the course of April 30, 2009 and May 1, 2009, the Guild’s full membership voted in favor of ratification of the LOA. Subject to this Court’s approval, the savings achieved in Phase One of the LOA will take effect immediately.

Terms of the LOA

13. The LOA provides benefits to the Debtors that they have determined are essential to their ongoing financial viability. The LOA provides for, among other things, adjustments to pay, wage rates, and overtime policies, as well as a furlough that the Debtors expect will result in annualized cost savings of approximately \$1.655 million in Phase One, \$1.860 million in Phase Two, and \$1.893 million in Phase Three. In addition, the LOA achieves necessary flexibility in three critical areas: the ability to adjust the workforce in a rational manner, the substantial reduction in the cost of future layoffs, and the expanded ability to publish freelance material. Some of the major terms of the LOA are summarized below:³

³ This section of the Motion provides only a summary overview of the LOA. The LOA itself, and not this Motion, governs the terms and conditions agreed to by the parties thereto. In the event of any

14. *Wage adjustments.* The LOA provides for the following modifications to pay and wage rates:

(a) A 3% across-the-board reduction in the minimum wage rate scales for all Guild employees, except for certain “reclassified” employees (as discussed below), who are identified in Exhibit A to the LOA. In addition, the LOA provides for an overall 30% reduction in the above-wage rate scale payments, or “overscale” pay, for all Guild employees, except all reclassified employees as set forth in Exhibit A to the LOA. The LOA allows the Star Tribune to use its discretion to reinstate all or a portion of the contemplated wage and overscale reductions to retain certain uniquely qualified or high-demand employees.

(b) After implementation of the two above-discussed reductions, the LOA provides for a wage freeze through the term of the CBA. This modification results in savings from the forgoing of three scheduled wage increases.

(c) The LOA eliminates “shift differentials,” which are additional payments to employees for performing higher-compensated work performed during only certain portions of their shifts.

(d) The LOA eliminates additional pay provided to employees for work performed during nighttime hours over the course of three LOA phases.

(e) The LOA gradually reclassifies certain employees’ minimum wage rates. In the Star Tribune’s view, this will more accurately compensate these employees for work that they currently perform. Reclassified employees will

inconsistency between this Motion and the LOA, the LOA shall govern and this Motion shall not be referenced to resolve interpretive disputes. Failure to describe in this Motion any provision of the LOA shall not affect its applicability and enforceability.

have a twenty-one day window from the Approval Date to discuss their reclassification. The Star Tribune's decisions regarding such classifications are final and not subject to grievance procedure.

15. *Furlough.* All Guild employees will take two unpaid furlough days during Phase One, and an additional two unpaid furlough days during Phase Two.

16. *Overtime.* The LOA revises overtime provisions such that the Star Tribune will only provide overtime pay for employees working in excess of 40 hours per week.

17. *Layoffs.* Exhibit G to the LOA provides for layoffs within more job categories than would be permitted under the CBA. In addition, the Star Tribune may exercise its right to exempt certain employees from workforce reductions (whether by buyouts or layoffs) without adhering to seniority, but cannot exempt more than 20% in any reductions or beyond one exemption for every five positions (or fraction thereof) reduced within a job category, and has a maximum of 12 exemptions per year. In the event that future layoffs are necessary, the Star Tribune achieves necessary flexibility to tailor layoffs in a manner that best meets the Star Tribune's business needs, but minimizes the impact on the quality of the newspaper's content.

18. *Minimum severance.* Exhibit C to the LOA lowers the Star Tribune's minimum severance obligation to substantially reduce the costs of layoffs by establishing two different requirements depending on the date of a particular employee's hiring and dismissal dates: (1) For employees hired before April 24, 2009, and dismissed before the term of the CBA, those employees will receive a lump-sum cash payment of one and one-half weeks' pay (computed at the highest rate of pay received during the previous twelve

months) for each 52 weeks of service completed with a maximum of 30 weeks' pay; and (2) For employees hired after April 24, 2009, and dismissed during the term of the CBA, those employees will receive a lump-sum cash payment of one week's pay (computed at the highest rate of pay received during the previous twelve months) for each 52 weeks of service completed with a maximum of 26 weeks' pay, but a minimum payment for 4 weeks' pay, regardless of the length of service. At the end of the CBA, the severance provision for all Guild employees will provide for a lump-sum payment of one week's pay (computed at the highest rate of pay received during the previous twelve months) for each 52 weeks of service completed with a maximum of 26 weeks' pay, but a minimum payment for 4 weeks' pay, regardless of length of service.

19. *The use of freelance material.* Exhibit D to the LOA expands the Star Tribune's ability to publish freelance material for three additional subject-matter categories and increases the total number of other permitted freelance items.

20. *Benefits.* The Guild has agreed to allow the Star Tribune to freeze the Company-sponsored Guild pension Plan G on or after August 2, 2009. The contemplated Plan G freeze aligns with the Company's efforts to freeze all Company-sponsored pension plans and to withdraw from multi-employer pension plans. The Guild will be eligible to participate in the Star Tribune's 401(k) plan under the same terms and conditions applicable to non-union employees, including a matching contribution from the Star Tribune when it is restored on the same basis among non-union employees. The Star Tribune may adjust the terms and conditions of the 401(k) plan without needing to bargain with the Guild so long as such changes are equally applicable to non-union employees.

21. *Paid Time Off.* A Paid Time Off plan (“**PTO Plan**”), as set forth in Exhibit B to the LOA, replaces the Guild’s current vacation and holiday time off plan. The PTO Plan reduces the maximum annual allotment of vacation from five weeks to four weeks and sick leave from 80 hours to 40 hours. All employee time off (vacation and holidays) is consolidated under a single plan for Guild employees to utilize at their discretion (with appropriate management approval). In addition, the amount of allotted paid time off is based on length of service and hours worked. All benefits-eligible Guild employees will also receive a one-time bank of 240 short-term disability hours, in addition to any unused sick leave hours from 2009. The Star Tribune will no longer provide any other paid time off, aside from its disability programs and government-mandated paid time off, such as voting and jury duty supplemental pay. The PTO Plan has already been implemented among all non-union employees, and has either been agreed to, or sought from, the Star Tribune’s unionized employees.

22. *Niche products.* Exhibit E to the LOA establishes a new salary scale and seniority list for niche products, which are separate publications are marketed and distributed to specific audiences. This provides for a cost structure that makes it feasible for the Star Tribune to pursue new niche product opportunities.

Applicable Authority

23. Section 363(b)(1) of the Bankruptcy Code authorizes a debtor, after notice and a hearing, to “use” property other than in the ordinary course of business. Courts in the Second Circuit and elsewhere have required that decisions to use property outside of the ordinary course of business be based upon the sound business judgment of the debtor. As Judge Lifland has written, “[w]here the debtor articulates a reasonable basis for its

business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986); *see also In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992) (a judge determining a section 363(b) application must find from the evidence presented a good business reason to grant such application); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (same); *In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (“courts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence” (citing *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992))); *Official Comm. of Unsecured Creditors of Enron Corp. v. Enron Corp. (In re Enron Corp.)*, 335 B.R. 22, 27–28 (S.D.N.Y. 2005) (standard under section 363(b) is evidence of a good business reason); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986) (holding that a bankruptcy court can authorize an action under section 363(b)(1) “when a sound business purpose dictates such action”); *Official Comm. of Unsecured Creditors v. Raytech Corp. (In re Raytech Corp.)*, 190 B.R. 149, 151 (Bankr. D. Conn. 1995); *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989) (noting that standard for determining a section 363(b) motion is “good business judgment”); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (stating that judicial approval of a section 363 motion requires that a good business reason exist for the requested relief).

**Entry Into and Performance Under the LOA Is an Exercise of Sound
Business Judgment and Should be Approved**

24. Entry into and performance under the LOA is in the best interests of the Debtors, their estates, their creditors and other parties in interest. There cannot be any real question that this heavily negotiated agreement regarding concessions to a needed labor contract with a critical and valued employee group meets the requirements of section 363 of the Bankruptcy Code. Entry into the LOA is supported by a “good business reason” and is not tainted by “bad faith, self-interest, or gross negligence.” The LOA will provide the Debtors with millions of dollars of labor cost savings, while at the same time providing what the Debtors consider to be fair and reasonable terms of employment for its Guild employees.

25. In light of the foregoing, the Debtors respectfully request that the Court authorize Star Tribune’s entry into the LOA under section 363(b)(1) of the Bankruptcy Code as a sound exercise of the Debtors’ business judgment. While neither Star Tribune nor the Guild achieved all of their goals, the LOA represents a judicious exercise of business judgment well within the standard of section 363 of the Bankruptcy Code. Moreover, as this Court has noted, “[c]onsensual resolution of litigation has been favored in the law from time immemorial, whether by the parties themselves, or through mediation or other techniques of dispute resolution.” *In re Hass*, 273 B.R. 45, 50 (Bankr. S.D.N.Y. 2002) (Hardin, J.) (approving settlement of claims under section 727(a) in chapter 7 liquidation case); *see also Protective Comm. for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (“[c]ompromises are a normal part of the process of reorganization. In administering reorganization proceedings

in an economical and practical manner it will often be wise to arrange the settlement of claims as to which there are substantial and reasonable doubts.”).

Request for Expedited Relief

26. This Court’s Order Establishing Certain Notice, Case Management and Administrative Procedures entered by the Court on January 16, 2009 (the “**Case Management Order**”) sets forth the procedures for setting hearing dates and objection deadlines for motions filed in these Cases. The Debtors respectfully request expedited relief regarding the otherwise applicable timing set forth in the Case Management Order. The Debtors filed this Motion as soon as feasible after it was finalized, so that the maximum amount of notice could be provided to the parties in interest in these Cases. However, it is critical that the relief requested herein be granted as soon as possible so that the Star Tribune’s payroll management system can account for the wages and benefits concessions set forth in the LOA, which will achieve approximately \$80,000 in daily payroll savings. It is critical that the Star Tribune realize these savings as soon as practicable. Accordingly, cause exists to grant expedited relief.

27. The Debtors have worked closely with the advisors to the statutory committee of unsecured creditors appointed in these Cases (the “**Creditors’ Committee**”) and to the first-lien lenders by providing them with a detailed summary of the relevant underlying documents and agreements to assist them in their analysis of the LOA. As a result, the Debtors have obtained their full consent to this Motion.

Notice

28. Consistent with the procedures described in the Case Management Order, the Debtors will serve notice of this Motion on (i) the Core Parties (as defined in the Case Management Order), (ii) counsel for the Guild and (iii) the Non-ECF Service Parties (as

defined in the Case Management Order). Pursuant to the Case Management Order, the relief requested herein may be granted without a hearing if no objections are timely filed and served in accordance with the Case Management Order.

No Previous Request

29. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

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WHEREFORE the Debtors respectfully request the Court grant the Debtors the relief requested herein and such other and further relief as is just and proper.

New York, New York
Dated: May 4, 2009

By: /s/ James I. McClammy

Marshall S. Huebner
Avi Gesser
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*Counsel to the Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: :
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: **Chapter 11 Case No.**
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STAR TRIBUNE HOLDINGS : **09-10244 (RDD)**
CORPORATION, et al., :
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: **(Jointly Administered)**
Debtors.¹ :
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:
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**ORDER AUTHORIZING DEBTORS TO ENTER INTO AMENDMENTS TO
COLLECTIVE BARGAINING AGREEMENT WITH MINNESOTA
NEWSPAPER GUILD/TYPOGRAPHICAL UNION, CWA LOCAL 37002**

Upon the motion (the “**Motion**”)² of Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The Star Tribune Company (“**Star Tribune**,” and together with Star Tribune Holdings, the “**Debtors**”), pursuant to section 363(b) of the Bankruptcy Code, for approval of and authorization for Star Tribune to enter into certain modifications to the collective bargaining agreement between Star Tribune and the Guild, entered into on August 1, 2008 and subsequently amended and effective through July 31, 2011 (the “**CBA**”), as described more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting

¹ The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

C.J.); and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided in accordance with the Case Management Order, and it appearing that no other or further notice need be provided [and there being no objections to the Motion]; and the Court having reviewed the Motion [and having held a hearing (the “**Hearing**”) with appearances of parties in interest noted in the transcript thereof]; and upon a determination by this Court that entering into and performing under the LOA, which was approved by a majority of the Newspaper Guild, Communications Workers of America and ratified by a majority of the Guild, represents a prudent exercise of Star Tribune’s business judgment; and the Debtors having articulated good, sufficient and sound business justifications and compelling circumstances for entering into and performing under the LOA; and the Court having determined that the legal and factual bases set forth in the Motion [and at the Hearing] establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED that the relief requested in the Motion is hereby granted; and it is further

ORDERED that, pursuant to section 363(b)(1) of the Bankruptcy Code, the LOA is approved and Star Tribune is authorized to perform under the LOA and to take any and all actions that may be reasonably necessary or appropriate to perform all obligations contemplated thereunder; and it is further

ORDERED that the failure to specifically describe or include any particular provision of the LOA in this Order shall not diminish or impair the effectiveness of such

provision, it being the intent of this Court that the LOA be approved in its entirety; and it is further

ORDERED that neither the entry of this Order nor Star Tribune's entry into the LOA shall alter the order or priority of any claim under the Bankruptcy Code or convert any pre-petition or unsecured claim into a priority claim, secured claim, post-petition claim or administrative claim; and it is further

ORDERED that no part of this Order, the LOA, nor Star Tribune's performance under the LOA, shall constitute an assumption by the Debtors of the CBA or any other pre-petition agreements or a post-petition reaffirmation of the CBA or any other pre-petition agreements; and it is further

ORDERED that this Court shall retain jurisdiction over all matters arising from or related to this Order or the implementation of the LOA; and it is further

ORDERED that the effect of this Order shall survive the conversion, dismissal and/or closing of these chapter 11 cases, appointment of a chapter 11 trustee herein, confirmation of a plan of reorganization and/or the substantive consolidation of these chapter 11 cases with any other case or cases; and it is further

ORDERED that this Order shall be binding on any subsequent chapter 11 or chapter 7 trustee that may be appointed or elected in this chapter 11 case or any succeeding chapter 7 case; and it is further

ORDERED that the notice procedures satisfy Bankruptcy Rules 2002, 6004 and 9014, and Local Rules 6004-1(a) and 9006-1 by providing the counterparties with notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that notwithstanding the possible applicability of Bankruptcy Rule 6004(g), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: New York, New York
_____, 2009

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(THE LOA AND EXHIBITS
THERE TO)

LETTER OF AGREEMENT

BETWEEN THE STAR TRIBUNE COMPANY ("**Company**")

AND

THE MINNESOTA NEWSPAPER GUILD/TYPOGRAPHICAL UNION, CWA Local 37002

("Union")

April 24, 2009

The Company and the Union have agreed as follows:

1. This Letter of Agreement ("**LOA**") shall be incorporated into and be a part of the collective bargaining agreement between the Company and the Union which was effective August 1, 2008 ("**CBA**").
2. In the event of any conflict between any provision(s) of the CBA and any provision(s) of the LOA, the provision(s) of the LOA shall control and supersede the provision(s) of the CBA.
3. The minimum wage scales set forth in Article IV paragraph 2 shall be reduced 3% across the board, and consequently each bargaining unit employee's ("employees(s)") straight-time wage rate (excluding the overscale portion, if any, of the employee's wages) shall be reduced by 3 %. Thereafter, for the term of the contract, all wages shall be frozen. There shall be no wage increase on December 1, 2009, June 1, 2010 or January 1, 2011. The pay of H-Scale employees on Exhibit A to this LOA who also currently receive night differential shall not be subject to the 3 % reduction in wage scale set forth in this paragraph.

4. The Company may, in its sole discretion, reduce the overscale portion of an employee's overall wages by up to 30%, except for employees listed in Exhibit A.
5. The Paid Time Off ("PTO") policy attached as Exhibit B shall be implemented. Each existing benefits-eligible employee shall be credited with a one-time bank of 240 short-term disability hours, plus any unused 2009 sick leave hours. Employees may use this bank to supplement any future approved short-term disability payments.
6. The Company may freeze the Plan G Pension Plan on or after August 2, 2009.
7. Employees shall be eligible to participate in the Company's 401(k) plan under the same terms and conditions as are applicable to non-represented employees ("independents") who participate in the 401(k) plan. The Company may change terms and conditions of the 401(k) plan applicable to employees without bargaining with the Union as long as any such change is equally applicable to independents.
8. Shift differentials: Article IV, paragraph 4 of the CBA shall be deleted.
9. No overtime shall be paid except for hours worked in excess of 40 hours in a work week.
10. Prior to April 30, 2010, employees shall take two days as unpaid furlough days. For the period May 1, 2010 through April 30, 2011, employees shall take an additional two days as unpaid furlough days. These unpaid furlough days shall be determined by normal scheduling procedures. In the pay period beginning _____, 2009, the Company shall deduct from each employee's pay, the pay attributable to the two unpaid furlough days to be taken prior to April 30, 2010. In the pay period beginning _____, 2010, the Company shall deduct from each employee's pay, the pay attributable to the two unpaid furlough days to be taken prior to April 30, 2011.

11. For the period beginning on the effective date of this LOA through April 30, 2010, the night differential shall be reduced by one third. For the period May 1, 2010 through April 30, 2011, payment of night differential shall be reduced by that same amount (one third of the amount in effect prior to this LOA). Beginning May 1, 2011 there shall be no further payment of night differential and the provisions of Article IV, paragraphs 3 (a) and (b) shall be deleted from the CBA and have no further force or effect.
12. Employees listed on Exhibit A shall be reclassified as set forth on Exhibit A. To transition these employees to the new classification, during the period prior to April 30, 2010, the employee's wage rate shall be reduced by one third of the difference between the wage rate of his or her prior classification and the new classification; for the period May 1, 2010 through April 30, 2011 the employee's wage rate shall be reduced by one third of the difference between the rate of his or her prior classification and the new classification.. Beginning May 1, 2011, the wage rate for these employees shall be reduced to the wage rate of the new classification. Employees listed on Exhibit A who wish to discuss their classification may do so during a twenty one day window which will commence upon approval of the LOA by the bankruptcy court. All decisions regarding classification are final when determined by the Publisher and are not subject to the grievance procedure.
13. Reductions in force: Article XIII shall be changed as set forth on Exhibit C to this LOA.
14. Freelance: Article XXIV shall be changed as set forth on Exhibit D to this LOA.
15. Guild Related Niche Products: The terms of Exhibit E shall become part of the CBA.

- 16. Promotion/Creative: Letter 7 shall be deleted from the CBA, and the provisions of Exhibit F shall become a part of the CBA.
- 17. Severance: Article VIII shall be amended as set forth on Exhibit G to this LOA.
- 18. The Guild ATO/HTO plan shall be terminated and there shall be no further accruals. ATO/HTO balances shall be cashed (at the rates in effect on the date of court approval of this LOA) or used by December 31, 2009.
- 19. Parking: Article XIV shall be amended as set forth on Exhibit H to this LOA.
- 20. All pending grievances have been resolved, withdrawn or dismissed.
- 21. The Agreement shall be effective upon approval by the Bankruptcy Court under section 363 of the Bankruptcy Code, which approval the Company agrees to (with the support of the Union) promptly seek, and once effective, the Company may immediately implement all of the terms of this LOA.

Agreed to on April _____, 2009

By:

By:

EXHIBIT B

Guild Allotted Paid Time Off (“PTO”) Proposal

General Description:

In place of a vacation and holiday time off plan, employees will change from a vacation, sick leave and holiday time off plan to a more general time off (PTO) plan. Employees will have a pool of paid days off to be used at the employee’s discretion (with appropriate management approval) to cover vacations, sick leave, holidays, funeral days and any other paid time off occasions.

Under the new PTO plan, each January 1, eligible employees are allotted an amount of paid time off, based on length of service and standard weekly hours, to be used during the upcoming calendar year.

The company will continue to provide a short-term disability plan, but would provide no other paid time off (i.e. paid holidays, vacation, sick leave, funeral leave), except for government mandated paid time off (e.g. voting time) and jury duty supplemental pay.

Carryover:

PTO, unlike vacation under the current plan, does not carry over to the following year, with this exception: Eligible employees may carry over a PTO amount equal to 3 days (3/5 of their standard weekly hours) into the first quarter of the following year; otherwise all other remaining unused PTO is forfeited at the end of the calendar year. Carry-over PTO will be used first to pay for time off in the following year and will expire on April 1 of the following year.

Partial Year Employment:

Employees are not entitled to a full year’s PTO allotment unless they work the full calendar year.

New employees are allotted 1/12 of their normal annual PTO for each full or partial month remaining in the calendar year from their hire date.

Employees who terminate from the company will receive (1) any unused carryover PTO from the previous year, if they terminate in the first quarter, and (2) ¼ of their allotted PTO, if unused, for each full or partial quarter they worked in the current year prior to their termination date.

Amount of PTO Allotment:

Full time (40 weekly standard work hours) Guild employees will receive an annual PTO allotment (in hours) equal to:

- 40 times the number of vacation weeks they are currently accruing per year, up to a maximum of four weeks
- 40 times one additional week (in lieu of sick time)
- 64 Hours (in lieu of current paid holidays, including floaters)

Maximum annual PTO allotment for a full time employee with at least six years of service is 264 hours (200 plus 64 hours). Eligible employees with less than 40 standard work hours per week will have their PTO allotment pro-rated based on their weekly standard work hours.

PTO Eligibility:

Employees currently eligible for paid vacation must be benefits eligible as of December 31 to receive a PTO allotment on the following January 1. New hires must be benefits-eligible to receive a pro-rated allotment for their first year.

PTO is allotted once at the beginning of the year (unless a new hire or newly eligible for benefits). If an employee's standard weekly work hours change mid-year, the PTO allotment for the current year is not adjusted, but the next year's PTO is based on the employee's standard hours at next year's allotment time.

Short-term Disability:

Guild short-term disability will change so that the company will pay only 70% of regular pay for any approved short-term disabilities for up to 22 weeks. Employees can use their PTO allotment to supplement their disability up to 100% of regular pay, if available.

Paid Holidays:

Employees will only receive pay for any of the company/contract designated holidays if they request the use of a PTO day. Otherwise the holiday will be unpaid.

Employees working on a holiday will receive 1 ½ times their hourly rate for all hours worked that day. No other holiday pay will be provided.

Employee wishing to take an alternate day off to observe the holiday can request to use a PTO day.

Employees who are not eligible for PTO but who work on a holiday will receive 1 ½ times their hourly rate for all hours worked that day but will not receive any other holiday pay in addition.

Transition:

The effective date of the new PTO plan is yet to be determined.

If the transition to the new PTO plan occurs as of January 1, all benefits-eligible employees will receive their annual PTO allotment as described above. If the amount of unused, accrued vacation at the end of the previous calendar year exceeds the normal PTO allotment amount, the employee's unused, accrued vacation will become the PTO allotment amount for the transition year. The normal PTO carryover and forfeiture rules also apply to the PTO allotment in the transition year.

EXHIBIT C

Exhibit C – Layoffs

The following change shall be made to Article XIII (Dismissals, Promotions and Transfers), Section 3: Delete the final two sentences of the section. In their place substitute the following:

For the purpose of dismissals under this provision, “job titles” are defined as:

- a. Copy Editors
- b. Reporters, Columnists, Editorial Writers
- c. Photographers and Videographers
- d. Graphic Artists and Designers
- e. Reference Librarians
- f. Library Classifiers and Researchers
- g. Photo Lab Assistants
- h. Receptionists, Typists, Clerks
- i. Team Leaders, Department Heads and Assistants
- j. Copy Desk Chiefs
- k. Wire and Web Editors
- l. Photo Editors
- m. Design Director, Assistant Design Directors, StarTribune.com Design Editor
- n. Specialty Editors (CAR Editor, Artists Team Leader, Senior Producer, etc.)
- o. Promotion Copy Writers and Promotion Graphic Designers
- p. Metro Circulation District Managers
- q. News Assistants
- r. Graphics Composition Technicians

The Publisher shall not be required to reduce the force (whether by buyout or layoff) within a job title on the basis of seniority if the Publisher deems that an employee must be retained. The Publisher may exercise its rights pursuant to this paragraph by exempting no more than 20% of any reduction in force or one exemption for every five positions or fraction thereof reduced within a job title. However there shall be no more than 12 exemptions during a calendar year. For the calendar year 2009, the exemptions shall be prorated beginning as of the date the court approves this LOA.

EXHIBIT D

Exhibit D

TENTATIVE AGREEMENT

April 21, 2009

ARTICLE XXIV--USE OF FREELANCE MATERIAL

1. The Guild and the Publisher agree that the Publisher may use from outside the regular News Department staff materials that are:

(a)--The result of happenstance presence at a spot news event.

(b)--Provided by syndicates, news services, other publications and similar sources.

(c)--Criticism, reviews and/or opinion articles.

(d)--Produced by experts or specialists whose principal support or reputation is derived from other than regular newspaper employment

(e)--Contributed by readers, whether to a public-access forum, the letters to the editors column, the op-ed pages or the like.

(f)--Coverage of sporting events involving Minnesota teams or individual athletes that take place outside the state of Minnesota.

(g) High school sports coverage generated by stringers that does not exceed 250 published words per article and not to exceed 500 articles per year.

(hg)--One-column mug-shot photographs.

(ih)---Community news coverage generated by stringers that does not exceed 375-500 published words per article and is published in zoned news sections (i.e., is not published in all editions of the paper), not to exceed 1,000 articles per year. This is intended to supplement and not displace bargaining unit work, or the equivalent thereof as measured in column inches (11 inches of type based on the current column width of 12 picas/5 points), and that originate outside the following counties when no staff member is assigned to cover the story: Hennepin, Ramsey, Washington, Dakota, Scott, Chisago, Isanti, Anoka, Carver, Wright, LeSueur, Rice, Sherburne, Mille Lacs, McLeod, Goodhue, Wabasha, Olmsted, Dodge, Winona, Steele, Waseca, Blue Earth, Carlton and St. Louis.

(j)---Travel articles, not to exceed 75 articles per year.

(~~k~~i)--Coverage of national and international stories occurring outside Minnesota and the District of Columbia when no staff member is assigned to cover them, not to exceed 75 articles per year. The Publisher shall notify the Guild in writing bi-monthly of the specific articles in this category that have appeared in the Star and Tribune including Sunday. Free-lance articles in this category shall include those generally dealing with hard news or news-related features and situation pieces of a type that normally would be published in the A or B sections of the Star and Tribune, ~~but which could appear in any other section except the Travel section. Travel section free lance articles are subject to limitations set out in paragraph (j) below.~~

(~~l~~j)--All other types of freelance work by persons outside the regular staff, assigned by editors, shall not exceed ~~600~~³⁶⁰ items per year. The Publisher shall notify the Guild in writing quarterly of the specific articles in this category (j) that have appeared in the Star Tribune including Sunday.

2. The Guild and the Publisher agree that when qualifications are sufficient and circumstances allow, the Publisher will first offer freelance ideas originating with the editors to News Department staff members who previously have expressed interest in doing freelance articles on specified subjects. The managing editors will maintain a record of such expressions of interest. When freelance assignments are made to news assistants, copy aides or other support staff members they will be paid, as a minimum, the lowest A-scale rate that exceeds their regular rate of support staff pay. Such assignments will not count against any of the numerical maximums set forth in subparagraph 1.

Editors shall not be required to offer staff members specific unsolicited ideas originally proposed by and ultimately to be produced by a freelancer.

3. Freelancers will be prohibited from using the Company offices or equipment to produce or process their material, with the exception of material produced under subparagraph 2 of this Article and that which is transmitted electronically into the text processing system from outside the Star Tribune building via non-company equipment. Copyediting, layout and other processing of free-lance material shall continue to be performed by employees within the Guild's jurisdiction.

EXHIBIT E

TENTATIVE AGREEMENT

GUILD NICHE PRODUCTS

4/22/2009

1. A new niche product for which bargaining unit members will produce all or part of the content shall be defined as a Guild Niche Product, and employees for that product shall be new hires, except as provided for below. Compensation for these employees shall be commensurate with their level of experience, up to a maximum of the third-year level on A Scale (A-3) for reporters, designers, copy editors, photographers and graphic artists, and fourth-year level on the A Scale (A-4) for editors. A new salary scale and new seniority lists for these employees shall be established, separate from A Scale.
2. Any transfers of current bargaining unit members to a Guild Niche Product shall be voluntary. In situations in which job reductions are occurring but openings exist for one or more Guild Niche Products, current newsroom staff members facing layoff would be given first consideration for the openings on the products. Existing newsroom staff members who are transferred to a Guild Niche Product under either of these situations will remain on the pay scale and seniority list where they were classified prior to the transfer.
3. There shall be no limit on the use of freelance material in Guild Niche Products.
4. Contributions to the daily newspaper by employees hired to work on Guild Niche Products shall be on an occasional and irregular basis.
5. Employees working on Guild Niche Products may apply for openings elsewhere in the newsroom, and if promoted to that position, their wage will be raised to the level on the appropriate wage classification immediately above their current wage.

EXHIBIT F

Exhibit F

PUBLISHER PROPOSAL ON PROMOTION/CREATIVE LETTER

April 22, 2009

Letter No. 7

April 22, 2009

Mike Bucsko

Executive Officer

Minnesota Newspaper Guild/Typographical Union CWA Local 37002

2855 Anthony Lane South, Suite 110

St. Anthony, MN 55418

Dear Mr. Bucsko:

~~Date: June 7, 1996~~

~~Memo: Mike Sweeney
John Dennison~~

~~cc: Promotion Guild Employees
Star Tribune Unit Officers
Guild Grievance Committee~~

~~From: Steve Hanson~~

~~Re: Promotion Creative~~

~~This proposal has been developed by Guild members Tim Sumption, Creative Group Manager and Tim Walker, Creative Group Copywriter in cooperation with Company representatives Jean Peterson, former Creative Group Manager and Steve Hanson, MCU Operations Director. This letter It outlines proposed operational and organizational changes to the promotion creative group that allow jurisdiction flexibility in the distribution and execution of promotional work, and the benefits to be realized by both the Guild and the Company as a result of those changes.~~

~~The intent and spirit of this proposal has been agreed to by representatives of Guild leadership, the promotion creative group and the Company. Changes resulting from this agreement will be effective July 1, 1996.~~

The changes being proposed are intended to accomplish the following objectives:

~~Give the Creative Group Manager (CGM) increased control, flexibility and/or influence in assignment of promotional work; provide greater customer service to sales and marketing personnel by increasing their options to meet quality, cost and deadline considerations on promotional initiatives.~~

~~This change is intended to encourage all work that is promotional in nature to be channeled through the CGM for consultation and/or assignment. Promotion work assigned to non-promotion creative group resources will be subject to review and approval by “brand management” and cost evaluation by business unit leadership. The fundamental changes being proposed include the ability of the CGM to assign work to the promotion creative group that is outside their current jurisdiction (e.g. new media or Cowles Media affiliate promotions), and the ability to assign work currently within the promotion creative group jurisdiction to internal and external non-Guild design, copywriting and production resources (e.g. ongoing campaign maintenance or work requiring specialty skills not resident to the promotion creative group) without Guild claims of jurisdiction or violation of jurisdiction.~~

~~This flexibility allows the CGM the ability to provide new opportunities to the creative group, utilize alternative resources that better match skills with skills required, level workload peaks and valleys by having multiple resource options available, and turn down promotional requests where appropriate or necessary, subject to review by business unit leadership.~~

~~This change is also intended to satisfy all outstanding grievances of jurisdictional violation.~~

~~PROPOSAL~~

~~The promotion creative group would move to the MCU as a centralized function reporting to central operations.~~

~~Print buying would be coordinated through the brokering function in MDU.~~

~~The CGM would be responsible for working with sales and marketing personnel to assign promotion work to the design, copywriting and production resources that best meet the skills required, time requirements and financial constraints of the project.~~

~~Guild members would~~Bargaining unit employees (“employees”) will continue to work on promotion materials as assigned by the Creative Group Manager (CGM). They ~~will would~~ not be required to work on targeted messages (sales pitches to individual marketer clients) or non-core product or non-Star Tribune promotion (new media, non-newspaper print products, Cowles Media affiliates, etc.), but could do so if assigned by the CGM. The assignment of currently non-jurisdictional work ~~will would~~ not result in Guild acquisition of jurisdictional rights to such work.

The Company shall have the right to assign work which might be within the current jurisdiction

of the Guild to ~~any employee not represented by the Guild and/or non-employees.~~~~non-Guild members.~~ Good management practices by the CGM will ensure that work enough for the current promotion creative staff will continue to be channeled to the group. If there is more work than the creative group can handle, or if the skills required to do the work are determined by the CGM not to match the skills of the group (radio, TV, outdoor packaging, merchandising, etc.), the work can be assigned to internal non-Guild design, copywriting or production resources, or external agency resources (scanning, graphics, etc.) without controversy. Expenditures on external agency and freelance resources shall not exceed \$175,000 for labor (i.e. excluding cost of materials.)

~~The Company will guarantee the current number of five(5) Guild represented FTE's in the promotion creative group and add one promotion creative group FTE to the Guild represented positions resulting in a total of six (6) guaranteed FTE's. This additional FTE will most likely be split into one Art Director and one Copywriter position at tentatively 20 hours each. However, division of this one FTE position may change with business needs and at the direction of the CGM.~~

The Guild reserves the right to come to the Company, at any time, to discuss the possibility of increasing the number of Guild positions to meet the potential increases in workload if the Company and/or Guild can show a sound business case for adding additional internal resources to meet promotional needs -- after the workload needs resulting from these proposed changes can be established. ~~Similarly, the Guild agrees that any additional (i.e. new) positions added to the guaranteed number of six (6) Guild positions may be decreased to the guaranteed level of six (6) FTE's if the promotional work significantly decreases and the Company and/or Guild can show a sound business case for reducing the number of internal resources necessary to meet promotional needs.~~

~~In either case, (a guaranteed number of six Guild positions, or, agreement by the Guild and the Company to make the number of Guild positions flexible to accommodate workload volumes, once established) the Company reserves the right to reduce staff to any degree in the event of economic or business conditions resulting in Company-wide reductions in personnel.~~

~~Each business unit will designate a marketing communication liaison(s) to the promotion creative group. Roberta Lind now performs this function for MCU, Kathy Wisser for RCU. Also, Deb Larson does so for Club Extra and Mary Pat McNeil for Star Tribune merchandise. This role would have oversight responsibilities for promotion activities within the business unit. As consultants to the clients, these liaisons would work closely with the marketing managers (project initiators) to plan effective promotion activities and investment, then, work directly with the CGM to establish priorities, discuss options, and resources best suited to execute requests. They would also coordinate all promotional work within their respective business unit and work closely with the CGM to determine where the work should be assigned. Promotion work assigned to non promotion creative group resources will be subject to review and approval by "brand management" and cost evaluation by business unit leadership.~~

~~Business unit liaisons would work closely with one another and with Jean Peterson to understand issues of Star Tribune brand. Each business unit would contract promotion work from the~~

~~promotion creative group on a “charge back for services” basis at actual labor and non-labor costs for work performed. This does not happen today in all cases.~~

~~Each business unit client would be responsible for the planning, budgeting and execution of promotional activities (printing, service bureau, illustration, copy, etc.) Existing promotion budget for creative execution would be distributed to “clients” based on historical usage. This will require a greater discipline in planning promotion activities, and cost/benefit analysis of promotion investment to address opportunity and threats as they occur.~~

~~It is important to keep the creative group together to benefit from the collaborative nature of the creative process. Space requirements of the group, space available in the building and the consideration for the amount of reinvestment necessary to duplicate the custom cabinets and plumbing required by the group have driven the decision to keep the group on the fourth floor in their same general proximity. Modifications to the creative groups individual and collective space will be necessary to accommodate other remodeling activities occurring in the area. An additional workstation with appropriate equipment will be designed to accommodate the need for freelance or contracted support, in addition, a cube space with appropriate equipment will be added to accommodate one new FTE in the promotion creative group fourth floor area.~~

BENEFITS

~~Primary benefits to the promotion creative group and the Guild will be the addition of one Guild FTE, ability for the promotion creative group to stay physically together (as opposed to decentralization of personnel into various business units), the ability to maintain a core level of six Guild represented FTE’s and the potential for increases in Guild member employees, opportunities to work on exciting new promotion challenges not currently within Guild jurisdiction, a great deal more flexibility in assigning work to design, copywriting and production resources both internally and externally, greater skills development opportunities for the creative group members as new work is assigned to the group, and assignment of promotional projects being directed and/or influenced by the Creative Group Manager.~~

~~Primary benefits to the Company would be to take further advantage of the customer focus (account familiarity and understanding of specific marketing plans) of the internal resources within each market group, to broaden the range of promotional expertise available to them, to more directly effect the costs of executing promotional programs, and satisfy all outstanding jurisdictional grievances.~~

Respectfully yours,

/s/ Randy Lebedoff

Randy Lebedoff
General Counsel

EXHIBIT G

Exhibit G

ARTICLE VIII-DISMISSAL PAY

1. Upon dismissal, except for proven dishonesty or gross neglect of duty, an employee hired before April 24, 2009, and dismissed before July 31, 2011, shall receive cash dismissal pay in a lump sum equal to one and one-half (1.5) weeks' pay for each 52 weeks' continuous service or major fraction thereof, one week's pay for employees of twenty-six (26) weeks' continuous service and one additional week's pay for each additional twenty-six (26) weeks of continuous service or major fraction thereof, up to and including a maximum of thirty (30) forty (40)-week's pay, such pay to be computed at the highest rate of pay received by the employee during the twelve (12) months immediately preceding his dismissal. For employees hired on or after April 24, 2009, and for all employees dismissed on or after August 1, 2011, dismissal pay shall be calculated at the rate of one week's pay for each fifty-two (52) weeks' continuous service or major fraction thereof, up to and including a maximum of twenty-six (26) weeks' pay, except that no employee shall receive less than four (4) weeks' dismissal pay, regardless of length of continuous service. The term gross neglect of duty shall include, but not be limited to, conduct constituting gross or repeated insubordination, provided that in cases of this nature, the standards and concept of gross neglect of duty shall be met. The period of service to be used for computing dismissal pay under this clause shall include only service rendered in the employ of the Star Tribune and shall not include service rendered in the employ of any other person or corporation.

EXHIBIT H

Exhibit H

ARTICLE XIV--EXPENSES AND MILEAGE

1. The Publisher shall reimburse an employee for legitimate reasonable expenses incurred by him in services authorized by the Publisher. The Publisher shall continue to furnish employees with equipment with which they have been furnished in the past.

2. An employee shall be paid at the IRS per mile rate in effect as of the date that the employee accumulates the mileage for the use of his automobile for any services authorized by the Publisher.

~~Any employee authorized by the Publisher to have his automobile available for full time use during his working hours who receives less than 100 times the IRS per mile rate in mileage payments for a one week period shall be paid the difference between 100 times the IRS per mile rate and his actual mileage payments for such period. The minimum payment of 100 times the IRS per mile rate for each one (1) week period shall be prorated if an automobile is authorized and is available for full time use for a shorter period of time than one (1) week.~~

3. Seniority (service with the Publisher) will ordinarily determine the distribution of open parking spaces and changes in parking assignments except that, legitimate safety considerations will take precedence over seniority in making such decisions. The seniority and safety criteria will apply to all Star Tribune employees.

(a) All Guild employees who have a parking spot will pay for that spot. Photographers will pay 80 percent of the general employee rate.

~~(b) All parking revenue, including revenue from renting spaces to the public, will be applied only to parking expenses, including maintenance, taxes, salaries, etc. Any surpluses accrued in any year will be used to offset costs in the future years. The Publisher will provide financial information concerning parking to the Guild at least quarterly.~~

(b) Parking fees will remain at \$45 per month through July 31, 2011, and be paid through payroll deduction.

~~(d) An ongoing parking committee with Guild participation (pursuant to agreement on worker participation/employee involvement) will recommend future parking rates, consistent with the method used for determining rates; i.e., maintaining revenues sufficient to cover operating expenses and real estate taxes. The ongoing parking committee will continue to address all issues as they relate to parking.~~

4. The base rate for amortization of photographers' equipment shall be governed by the Publisher's Revised Photo Amortization Plan.