

Hawaii Newspaper and Printing Trades Council

Hawaii Newspaper Guild, TNG / CWA Local 39117; The Honolulu Typographical Union No 37 / CWA Local 14921;
Graphic Communications International Union, Local 501

Joint Union Counter Proposal to the Maui News
July 10, 2009

It is understood that a separate MOA will be prepared for each union – The Hawaii Newspaper Guild, TNG/CWA Local 39117; The Honolulu Typographical Union #37, CWA Local 14921, and the Graphic Communications Conference/International Brotherhood of Teamsters, Local 501m.

Except for modifications provided for in the MOA below, all Sections and subsections of the current CBAs will remain SAOC.

The Unions reserve the right to add to this proposal, delete from or otherwise change this proposal during the course of these negotiations.

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT by and between MAUI PUBLISHING COMPANY, LTD. hereinafter referred to as the "Company", and HAWAII NEWSPAPER GUILD, LOCAL 39117 THE NEWSPAPER GUILD / COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The Company and the Union agree to extend the current Collective Bargaining Agreement until July 31, 2012 with the following modifications:

1. Effective the start of the second (2nd) full payroll period following ratification of this Agreement, the pay scales in effect on April 1, 2008 will be reduced ten (10) percent. However, it is agreed that the salary reduction will not apply to any part-time employee working in Pay Group 5. The new classification and salary Schedule "A" is attached to this document.
2. Effective the pay period that starts on or after July 1, 2011, the Employer will restore twenty (20) percent of the wage reduction.
3. Effective the pay period that starts on or after July 1, 2012, the Employer will restore an additional fifty (50) percent of the wage reduction. The total wage restoration as of July 1, 2012 will be seventy (70) percent of the wage reduction.
4. Effective October 1, 2009, Employees will pay five (5) percent of the premium of the Summerlin Medical Plan. Employees with Kaiser Medical coverage will continue to pay the difference between the two plans..
5. Maui News Pension Plan

As soon as practicable, the Company will freeze the Pension Plan (the "Pension Plan") in accordance with applicable rules and regulations promulgated under the Internal Revenue Code of 1986 ("IRC") and the Employee Retirement Income Security Act of 1974 ("ERISA"). The effective date of such freeze shall be the earliest date permitted under Section 204(h) of ERISA. For purposes of this Section 1, the term "freeze" shall mean that, as of the effective date of the freeze, (i) no additional persons shall become eligible to participate in the Plan; (ii) participants shall not accrue any additional benefits under the Plan, except that present unvested participants in the Pension Plan shall be 100% vested after they have completed the required term of service

for vesting; and (iii) except for purposes of determining the vested percentage of a participant's accrued benefits, no additional service shall be counted for any purpose under the Plan. Following the freeze, the Pension Plan will continue in force to pay benefits earned prior to the freeze to participants as these benefits become due. Ultimately, but at a date not known, the Company presently intends that the Pension Plan will be terminated, all as permitted and/or required by law. To the extent permitted by law, the Company and the Union will enter into effects negotiations regarding any termination of the Plan.

6. New Defined Contribution Pension Plan (not a defined benefit plan):

- a. Effective with the pay period that starts on or after December 1, 2009, one half of one percent of all employee's wages will be paid to the above defined contribution pension plan, that has been mutually agreed to by the Union and the Company, on behalf of all bargaining unit employees.
- b. Effective with the pay period that starts on or after July 1, 2011, the Employer will contribute an amount equal to ten (10) percent of the original wage reduction to the above defined contribution pension plan on behalf of all bargaining unit employees. This contribution will be in addition the contribution defined in paragraph "a" above.
- c. Effective with the pay period that starts on or after July 1, 2012, the Employer will contribute an amount equal to twenty (20) percent of the original wage reduction to the above pension plan on behalf of all bargaining unit employees. This contribution will be in addition to the contributions defined in paragraphs "a" and "b" above. The total contribution to the new pension plan will be thirty (30) percent of the original wage reduction in addition to the contribution in paragraph "a" above.

7. Amend Section 40.1 Duration as follows:

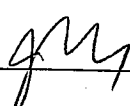
40.1 This agreement shall commence on March 29, 1998, and expire on July 31, 2012. Within ninety (90) days prior to the termination of this agreement, the Company or the Union may initiate negotiations for a new agreement. The terms and conditions of this agreement shall remain in effect during these negotiations.

- 8. Medical, Dental, Prescription Drug and Vision Coverage: Employees, who can show evidence of insurance because of eligibility to participate in another employer's plan or spouse coverage for medical, dental, prescription drug and vision coverage may opt out of the Maui News plan. During the time an employee opts out of the Maui News plan, the Employer will pay the employee a monthly bonus equal to twenty (20) percent of the monthly premium for the benefit plan.

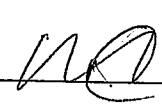
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this agreement on the ___ day of _____ 2009.

MAUI PUBLISHING COMPANY, LTD.

HAWAII NEWSPAPER GUILD, LOCAL 39117
Chartered by the Communications Workers of
America, AFL-CIO



The Honolulu Typographical Union #37,
CWA Local 14921,

 7/10/09

The Graphic Communications Conference/
International Brotherhood of Teamsters, Local 501m

