

# Exhibit A

LETTER OF AGREEMENT

BETWEEN THE STAR TRIBUNE COMPANY ("Company")

AND

THE MINNESOTA NEWSPAPER GUILD/TYPOGRAPHICAL UNION ("Union") March 6, 2008

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 effective January 1, 2000 ("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 wage rate for bargaining unit employees ("employees") shall be \$26.00 per hour except that the wage rate for employees who have a current wage rate below \$26.00 shall remain unchanged. This wage rate shall not change unless and until the Company and the Union agree on a changed wage rate.
4. The wage reopener attached hereto as Exhibit A shall become effective as part of this LOA.
5. The Paid Time Off ("PTO") policy attached as Exhibit B shall be implemented.
6. The Company may freeze the Plan A Pension Plan.
7. The Company shall withdraw from the CWA/ITU Negotiated Pension Plan and Section XXXII of the CBA shall be deleted.
8. Employees shall go into the health and welfare plan which covers the Company's nonunionized employees ("independents") and some unionized employees. There shall be no pre-65 retiree medical benefits available to any employee who retires after March 31, 2009. Guild/Typographical Union employees shall be eligible to participate in the Star Tribune-sponsored hospital-medical-surgical insurance program on the same basis as non-

union employees. The Publisher may change the terms and conditions of coverage, including but not limited to plan design, premium and cost sharing arrangements, applicable to bargaining unit members without bargaining with the Guild/Typographical Union as long as any such change is equally applicable to non-union employees, with these exceptions: (a) for plan year 2009, the Publisher agrees to pay 68 percent of the total projected costs (which include premiums plus deductibles, co-insurance payments and other out-of-pocket costs), and (b) for plan year 2010, Guild/Typographical Union employees shall pay no more than 25 percent of health insurance premium costs in the Star Tribune-sponsored plan. This cap shall expire as of December 31, 2010. The Publisher will be responsible for overseeing the administration of the plan.

9. Employees shall be eligible to participate in the Company's 401(k) plan under the same terms and conditions as are applicable to independent employees 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 independent employees.
10. The Company shall offer the following buyout on a voluntary basis to all bargaining unit employees:
  - a. One week of current base pay less appropriate withholding for each 26 weeks of continuous service with the Company with a minimum of 4 weeks current base pay and a maximum of 40 weeks current base pay. This severance shall not be paid on a lump sum basis. It shall be paid on a salary continuation basis; i.e., it shall be paid out in regular installments on the applicable payroll cycle with the applicable withholding.
  - b. In addition to the amount in a. above, each employee shall receive \$10,000 less the applicable withholdings; \$7,000 of this is in satisfaction of the Company's obligation

under section XXXIX of the CBA and the remaining \$3,000 is in settlement of the grievance discussed below in paragraph 11 of the LOA. This payment shall not be paid on a lump sum basis and shall be paid on a salary continuation basis as set forth in a. above. This payment shall commence when the payment set forth in a. is completed.

- c. For any employee with a lifetime job guarantee who accepts a buyout, the Company shall pay an additional \$18,000 less the applicable withholdings. This payment shall not be paid on a lump sum basis and shall be paid on a salary continuation basis as set forth in a. above. This payment shall commence when the payments set forth in a. and b. above are completed.
- d. If the employee elects to continue his/her group medical and dental insurance through COBRA, or is eligible for and elects retiree medical coverage, the Company will pay the full cost of such premiums for up to 3 months of coverage.
- e. Severance and benefits are provided only if the employee meets all requirements of the severance pay and benefits program, including signing and not revoking the applicable Separation Agreement and Release form provided by the Company within the time period established in the severance plan. The employee is responsible for complying with all terms and conditions of retiree health coverage or COBRA, including completing and returning the COBRA election form within the time period indicated.
- f. This offer shall be open for seven calendar days commencing on the day after this LOA is effective pursuant to paragraph 12.

11. The Union shall withdraw with prejudice the grievance which it filed in which it alleged that the Company violated section XXXIX of the CBA.

12. 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.

Agreed to on March 25<sup>th</sup>, 2009

By:

Randy M. Lebedoff  
Star Tribune

By:

Marta J.  
CWA #37002

LETTER OF AGREEMENT

BETWEEN THE STAR TRIBUNE COMPANY ("Company")

AND

THE MINNESOTA NEWSPAPER GUILD/TYPOGRAPHICAL UNION ("Union") March 25, 2008

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 effective January 1, 2000 ("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 Company may implement a bi-weekly pay period aligned with the Company's financial week.

Agreed to on March 25<sup>th</sup>, 2009

By:

Randy M. Lebedoff  
Star Tribune

By:

[Signature]  
CWA #37002