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2/22/13

AGREEMENT

between

THE NEWSPAPER GUILD OF GREATER PHILADELPHIA LOCAL 10 (TNG 10/CWA 38010) AFL-CIO, CLC

and

21st CMH Acquisition Co.

THE NEWSPAPER GUILD
COMMUNICATIONS WORKERS OF AMERICA

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21ST CMH ACQUISITION CO.

AND

THE NEWSPAPER GUILD OF GREATER PHILADELPHIA

PREAMBLE

This Agreement, by and between 21st CMH Acquisition Co., publisher of THE DAILY TIMES (hereinafter referred to as the "Employer" or the "Publisher"), and the NEWSPAPER GUILD OF GREATER PHILADELPHIA, a Local (#10) chartered by the Newspaper Guild, AFL-CIO, CLC, (hereinafter referred to as the "Guild" or the "Union"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding only after 21st CMH Acquisition Co. has provided written notice of employment for majority of those unit employees previously employed by The Delaware County Daily Times, such notice to be given no earlier than the closing date of the purchase of substantially all of the assets of the business by 21st CMH Acquisition Co. pursuant to the Asset Purchase Agreement dated December 19, 2012 (the "APA"), and then this Agreement shall only become effective as of the first day 21st CMH Acquisition Co. operates the assets of the business purchased in the APA by the Employer and shall continue in full force and effect until the second anniversary of the first day 21st CMH Acquisition Co. operates the assets purchased in the APA as the Employer.

WITNESSETH:

ARTICLE 1 - TO WHOM APPLICABLE

1.1 The Publisher will recognize and deal with the Guild as the exclusive representative for purposes of adjusting grievances and of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment for all employees of the Publisher to whom this Agreement is made applicable by Section 1.2 of this Article.

1.2 The provisions set forth in this Agreement shall apply to all employees of the Publisher in the Editorial Department, the Advertising Department, the Business Department, the Maintenance Department and the Circulation Department excepting the following named positions: Publisher, Business Manager, Credit Manager, Editor, Managing Editor, City Editor, Associate Editor, Retail Advertising Manager, Business Office Manager, Advertising Director, Classified Advertising Manager, Classified Display Manager, Circulation Director, Single Copy Circulation Manager, Home Delivery Circulation Manager, Plant Superintendent, Mailroom Superintendent, Publisher's private secretary, Promotion Manager, and individuals now or in the future occupying positions as correspondents paid on space rates. Composing room and mailroom work may be assigned to be performed by employees covered by this Agreement.

1.3 An employee transferred or promoted to an exempt position listed in Article 1.2 has up to eighteen (18) months after the transfer or promotion to return to his/her former position. The employee will receive the current minimum salary for his/her experience plus any money above scale the employee was receiving before such transfer or promotion. Time spent in the exempt position will be added to the employee's experience.

1.4 (a) The employer may establish new jobs in new operations or new ventures in any department, including all present and future sub-divisions of, or additions to such departments covered by this Agreement.

(b) In the event the employer establishes a new job which corresponds to an existing job classification in Article 3, the job will be included in the classification. If a corresponding job classification does not exist in Article 3, the parties will meet to negotiate an appropriate pay rate. In the event the parties cannot agree on the appropriate pay rate, the dispute will be submitted to arbitration pursuant to Article 8 of this Agreement.

(c) In the event the employer establishes a new job, which is not specifically listed in Article 1.2 of this Agreement, but which will be excluded from the provisions of this Agreement, to supervise operations directly connected with the new service or product, the following provisions will apply:

(i) Such excluded employee must actually perform duties which would result in the job being excluded from the bargaining unit pursuant to the provisions of the National Labor Relations Act.

(ii) The newly excluded job must be in a new operation or new venture producing a new product or service. Such new product or service must be separate and distinct from existing products and services.

(iii) New technology and new equipment used to do work presently and normally done by employees covered by this Agreement may not be used to justify the creation of a new job which will be excluded by the provisions of this Agreement.

(iv) A new job to be excluded from coverage of this Agreement may only be created after the employer has created and employed a minimum of two (2) full-time employees in the department producing the new product or service.

1.5 It is further agreed that neither the foregoing nor any other provision of this contract shall restrict the following rights of the Employer:

(a) The Employer may use copy, graphic or pictorial material obtained from affiliated newspapers/publications or enterprises (such as affiliated news or on-line services, etc.). (The right of the Employer, conversely, to use the same from employees covered in this Agreement for affiliated newspapers or enterprises as stated in Article 24.)

(b) The Employer may use advertisements sold, including related billing, by affiliated newspapers/publications or enterprises (such as affiliated news or on-line services, etc.), or through networks or independent agencies, under "cross sell" sales arrangements and conversely, having advertisements sold and/or billed by employees of the Employer used by affiliated newspapers/publications or enterprises, networks or independent agencies under such arrangements.

Restoration work resulting from the fire damage that occurred during the January 1990, will not be cited by either party to this Agreement in determining whether or not a past practice exists.

1.6 The Employer is a content company that must be prepared to disseminate via print, wireless, podcast, the Web, (including but not limited to blogs, forums, or electronic bulletin boards), or on platforms yet to be created. Employees are working in a changing environment and with changing technologies. For example, editorial employees may be required to write copy, edit news material, take photos, produce videos, audio, prepare and update on-line content, do voice overs, re-purpose content and engage in a variety of functions not traditionally a part of historical print journalism. When the Employer requires employees to perform duties not historically performed by the members of the unit, the Employer will offer employees reasonable training.

1.7 Advertising salespersons may be required to take photos for advertisements or advertorials, collect copy from advertisers, confer with advertisers about advertorial copy or content and assist in the preparation of advertorials. Nothing contained elsewhere in the Collective Bargaining Agreement shall be construed as restricting such assignments.

1.8 It is recognized that current employees as of October 28, 2008 have not been required to perform historically all of the duties provided for above. While employees are not expected to be immediately proficient in all of these duties they are expected to give a fair effort and such employee who meets the obligation to give a fair effort over time shall not be subject to discipline, provided further, that no employee shall be unreasonably disciplined.

1.9 There shall be no restriction on the use of content (both editorial and advertising) from any source.

1.10 The parties will develop a joint labor management committee that will meet at least quarterly to provide a forum for continuing communication on the changes to the traditional functions and increased responsibilities produced by new media.

1.11 This contract shall not apply to any other enterprise which the Publisher may enter upon during the life of this Agreement unless such enterprise be the publication of a newspaper or other medium, any part of the publication of which is performed on the premises in which the Delaware County Daily Times is published, in which event this contract shall apply to all employees within the Guild jurisdiction engaged on the premises in which the Delaware County Daily Times is published in publishing such other newspaper or medium.

ARTICLE 2 - GUILD SHOP

2.1 All employees who, on the date of the execution of this Agreement, are members of the Guild, shall, as a condition of continued employment, remain members in good standing during the life of this Agreement. All employees who, on the date of the execution of this

Agreement, are not members of the Guild, shall, as a condition of continued employment, become members of the Guild no later than the 30th day after the execution of this Agreement, and shall thereafter remain members in good standing of the Guild during the life of this Agreement. All employees who, subsequent to the execution of this Agreement, are transferred to positions to which this Agreement is applicable, and all employees who are hired after the execution of this Agreement, shall, as a condition of continued employment, become members of the Guild not later than the 30th day after such transfer or hiring and thereafter remain members of the Guild in good standing during the life of this Agreement.

2.2 If an employee is reinstated in good standing in the Guild after discharge pursuant to paragraph 2.7 of this Article, there shall be no obligation on the Publisher to reinstate or re-employ such person.

2.3 (a) Within one month after the signing of this contract, the Publisher shall supply the Guild with a list containing the following information for all employees then on the payroll:

* Name, Date of Hiring, Classification, Date of Birth, Race, Sex
* Experience rating and experience anniversary,
* Salary, including a description of commission or bonus arrangements.

(b) The Publisher shall notify the Guild monthly in writing of:

* All merit increases granted by name of the employee, individual amount and effective date.
* Step-up increases paid by name of the employee, individual amount and effective date.
* Changes in classification and any salary changes by reason thereof.
* New hires, resignations, retirements, deaths and any other revisions in the data listed in Section I.

2.4 There shall be no dismissal of or other discrimination against an employee because of membership or activity in the Guild, nor shall the Publisher or the Guild discriminate against an employee because of age, sex, race, creed, color, national origin, marital status, sexual orientation, mental or physical disabilities, or on the basis of any other class or characteristic to the extent protected by law, or because of their rights protected by Section 7 of the National Labor Relations Act, as amended-

2.5 The Publisher and the Guild pledge themselves to friendly cooperation in the faithful performance of this Agreement.

2.6 The Publisher shall not be required to discharge any employee because of his/her failure to become or remain a member of the Guild, except for such reasons as are lawful under the Labor Management Relations Act of 1947, until repeal, amendment or declaration of invalidity thereof.

2.7 An employee who is discharged for his/her failure to maintain good standing in the Guild shall not be paid severance pay.

ARTICLE 3 - SALARIES

3.1 (a) All employees hired on or after June 1, 1999 shall be paid the applicable minimum rate for new employees set forth in Appendix 1.

(b) This Agreement provides for a scale of wages (in Section 3.1 (a) and Appendix I) specifically for employees hired on or after June 1, 1999. Consistent with this provision, it is understood that all references in the Agreement relating to rates of pay, experience levels or benefits (e.g. "Base rates of Pay," "key rate," "comparable experience level," "wages," "salaries", "classification pay", etc.) with respect to employees hired on or after June 1, 1999 shall be construed to refer to rates provided in the scale in Appendix I.

3.2 The Wages of Employees hired prior to June 1, 1999 and continuously employed since then shall not be less than the amounts stated below:

Department Editors, including Assistant City Editors, Sports Editor, Telegraph Editor, County Editor Desk Assistants and Bureau Chief:

Inexperienced	750.04
After 6 months	804.48
After 1 year	858.85
After 18 months	913.26
After 2 years	1070.83

Reporters, Photographers, Artists:

Inexperienced	597.07
After 1 year	637.02
After 2 years	683.81
After 3 years	749.79
After 4 years	793.89
After 5 years	1020.16

Advertising Salespersons:

Inexperienced	560.72
After 1 year	597.45
After 2 years	640.50
After 3 years	701.22
After 4 years	741.77
After 5 years	951.14

Circulation Supervisors:

Inexperienced	590.55
After 1 year	629.48
After 2 years	665.94
After 3 years	701.37

After 4 years	793.08
After 5 years	974.81
Machinist/Mechanic:	
Inexperienced	635.71
After 1 year	680.55
After 2 years	809.78
Delivery Superintendent:	
Inexperienced	657.02
After 1 year	691.47
After 2 years	843.93
Mailers:	
(Hired prior to June 1, 1994)	
Starting Rate	568.63
After 1 year	600.74
After 2 years	633.45
After 3 years	661.98
After 4 years	816.07
Full Time Mailers:	
(Hired after June 1, 1994 and prior to June 1, 1999)	
Starting Rate:	375.02
After 1 year:	420.32
After 2 years:	465.63
After 3 years:	510.93
After 4 years:	556.24
After 5 years:	601.54
After 6 years:	646.84
After 7 years:	692.14
After 8 years:	816.07
Dispatch, Production Clerk:	
Inexperienced	575.28
After 1 year	599.53
After 2 years	626.37
After 3 years	661.63
After 4 years	769.05
Librarian:	
Inexperienced	591.54
After 1 year	620.43
After 2 years	640.95
After 3 years	658.30
After 4 years	754.04
Telephone Solicitor:	
Inexperienced	598.82

After 1 year	618.79
After 2 years	636.22
After 3 years	657.02
After 4 years	756.17

Secretary, Editorial Clerk:

Inexperienced	583.69
After 1 year	603.50
After 2 years	626.15
After 3 years	640.12
After 4 years	734.16

Bookkeeper, Cashier, Machine Operator:

Inexperienced	580.41
After 1 year	598.46
After 2 years	617.48
After 3 years	640.25
After 4 years	737.18

Telephone Operator, Ad Taker:

Inexperienced	582.35
After 1 year	602.31
After 2 years	619.76
After 3 years	708.81

Ledger Billing Clerk, Typists:

Inexperienced	571.68
After 1 year	583.62
After 2 years	596.90
After 3 years	613.99
After 4 years	716.11

Maintenance:

Inexperienced	585.86
After 1 year	605.75
After 2 years	702.66

Clerks:

Inexperienced	555.63
After 1 year	562.53
After 2 years	574.48
After 3 years	592.80
After 4 years	691.89

Driver Messenger Clerk:

Inexperienced	543.67
After 1 year	552.07
After 2 years	566.11
After 3 years	647.49

Office & Copyperson:

Inexperienced	534.95
After 1 year	543.34
After 2 years	557.38
After 3 years	637.85

Appendix I

The Wages of Employees hired -after August 26, 1999 shall not be less than the amounts stated below

Department Editors, including Assistant City Editors, Sports Editor, Telegraph Editor, County Editor Desk Assistants and Bureau Chief:

Inexperienced	562.52
After 1 year	593.85
After 2 years	626.93
After 3 years	661.85
After 4 years	698.72
After 5 years	737.63
After 6 years	778.72
After 7 years	822.09
After 8 years	867.88
After 9 years	916.22
After 10 years	1070.83

Reporters, Photographers, Artists:

Inexperienced	447.80
After 1 year	481.30
After 2 years	517.30
After 3 years	555.99
After 4 years	597.59
After 5 years	642.28
After 6 years	690.32
After 7 years	741.97
After 8 years	797.46
After 9 years	857.11
After 10 years	1020.16

Advertising Salespersons:

Inexperienced	420.54
After 1 year	451.70
After 2 years	485.17
After 3 years	521.13
After 4 years	559.74
After 5 years	601.22
After 6 years	645.77
After 7 years	693.63
After 8 years	745.03
After 9 years	800.22
After 10 years	951.14

Circulation Supervisors:

Inexperienced	442.90
After 1 year	474.39
After 2 years	508.11
After 3 years	544.24
After 4 years	582.93
After 5 years	624.38
After 6 years	668.77
After 7 years	716.32
After 8 years	767.26
After 9 years	821.81
After 10 years	974.81

Machinist/Mechanic:

Inexperienced	476.47
After 1 year	497.33
After 2 years	519.12
After 3 years	541.85
After 4 years	565.59
After 5 years	590.37
After 6 years	616.22
After 7 years	643.21
After 8 years	671.39
After 9 years	700.79
After 10 years	809.78

Delivery Superintendent:

Inexperienced	492.76
After 1 year	514.74
After 2 years	537.69
After 3 years	561.67
After 4 years	586.73
After 5 years	612.89
After 6 years	640.23
After 7 years	668.78
After 8 years	698.61
After 9 years	729.77
After 10 years	843.93

Full Time Mailers:

Starting Rate	375.03
After 1 year	420.32
After 2 years	442.98
After 3 years	465.63
After 4 years	488.27
After 5 years	510.93

After 6 years	556.24
After 7 years	601.54
After 8 years	646.84
After 9 years	692.14
After 10 years	816.07

Dispatch, Production Clerk:

Inexperienced	431.47
After 1 year	452.53
After 2 years	474.61
After 3 years	497.77
After 4 years	522.06
After 5 years	547.54
After 6 years	574.26
After 7 years	602.28
After 8 years	631.67
After 9 years	662.50
After 10 years	769.05

Librarian:

Inexperienced	443.68
After 1 year	463.12
After 2 years	483.40
After 3 years	504.58
After 4 years	526.67
After 5 years	549.74
After 6 years	573.82
After 7 years	598.95
After 8 years	625.19
After 9 years	652.57
After 10 years	754.04

Telephone Solicitor:

Inexperienced	451.13
After 1 year	470.26
After 2 years	490.19
After 3 years	510.98
After 4 years	532.64
After 5 years	555.23
After 6 years	578.77
After 7 years	603.30
After 8 years	628.89
After 9 years	655.55
After 10 years	756.17

Secretary, Editorial Clerk:

Inexperienced	437.76

After 1 year	456.33
After 2 years	475.67
After 3 years	495.84
After 4 years	516.87
After 5 years	538.78
After 6 years	561.62
After 7 years	585.44
After 8 years	610.26
After 9 years	636.14
After 10 years	734.16

Bookkeeper, Cashier, Machine Operator:

Inexperienced	435.30
After 1 year	454.19
After 2 years	473.90
After 3 years	494.48
After 4 years	515.93
After 5 years	538.32
After 6 years	561.68
After 7 years	586.06
After 8 years	611.49
After 9 years	638.04
After 10 years	737.18

Telephone Operator, Ad Taker:

Inexperienced	436.75
After 1 year	453.78
After 2 years	471.49
After 3 years	489.87
After 4 years	508.98
After 5 years	528.83
After 6 years	549.45
After 7 years	570.88
After 8 years	593.14
After 9 years	616.28
After 10 years	708.81

Ledger Billing Clerk, Typists:

Inexperienced	428.76
After 1 year	446.76
After 2 years	465.53
After 3 years	485.08
After 4 years	505.45
After 5 years	526.68
After 6 years	548.80
After 7 years	571.85
After 8 years	595.87

After 9 years	620.90
After 10 years	716.11
Maintenance:	
Inexperienced	439.39
After 1 year	455.86
After 2 years	472.96
After 3 years	490.70
After 4 years	509.10
After 5 years	528.19
After 6 years	548.00
After 7 years	568.55
After 8 years	589.87
After 9 years	611.99
After 10 years	702.66
Clerks:	
Inexperienced	416.73
After 1 year	433.98
After 2 years	451.94
After 3 years	470.66
After 4 years	490.14
After 5 years	510.43
After 6 years	531.56
After 7 years	553.57
After 8 years	576.49
After 9 years	600.35
After 10 years	691.89
Driver Messenger Clerk:	
Inexperienced	407.79
After 1 year	422.76
After 2 years	438.27
After 3 years	454.35
After 4 years	471.02
After 5 years	488.31
After 6 years	506.23
After 7 years	524.82
After 8 years	544.08
After 9 years	564.04
After 10 years	647.49
Office & Copyperson:	
Inexperienced	401.20
After 1 year	416.01
After 2 years	431.36
After 3 years	447.28

After 4 years	463.78
After 5 years	480.89
After 6 years	498.64
After 7 years	517.04
After 8 years	536.12
After 9 years	555.89
After 10 years	637.85

Part-time Utility Production Worker/Mailer:

Starting Rate	$7.07/hr
After one year	$7.58/hr
After two years	$8.94/hr

3.3 (a) The Employer reserves the right to modify the compensation structure set forth herein, including without limitation the amounts set forth in Article 3.2 and Appendix 1 above, of an advertising or sales person, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; provided, however, that the Employer shall not modify an employee's compensation structure for solely disciplinary purposes. Accounts lists, territories, and goals shall be established in advance of the measurement period.

(b) Outside advertising salespersons shall be covered by an incentive plan which shall provide additional earning opportunities.

(c) (i) For outside salesperson's employed on or before June 1, 1999 and continuously employed since that date, the base rate of pay shall be no less than 92% of the key rate of a reporter in a comparable experience level, or equal to the outside salesperson's regular wages, excluding bonuses and commissions, prior to June 1, 1989, whichever is higher, (ii) For outside salespersons hired on or after June 1, 1999, the outside salesperson's base rate of pay shall be no less than 92% of the key rate in Appendix I of a reporter in a comparable experience level.

(d) Fringe benefits (sick leave, holiday, vacation, bereavement days and jury duty) to be paid at the base rate of pay. Severance pay, pension and life insurance will reflect total earnings.

(e) There shall be no departmental bonuses in lieu of individual bonus.

(f) There shall be provided an incentive structure to reward individual salespersons who make more than 100% of their monthly goals.

(g) Accounts now included as house accounts will continue to be house accounts. A list of current house accounts will be supplied to the Guild. With respect to new accounts, accounts, 1) located exclusively in Delaware County, or 2) located exclusively in an area immediately contiguous to Delaware County, and 3) in either case, requiring usual and customary "inperson service", will not be house accounts.

The provisions in any of the sections in Article III shall not apply to ads sold under a cross sell arrangement nor be construed to require incentive pay to employees with respect to ads sold under such arrangements; any account sold under a cross sell arrangement may be deemed a house account.

(h) In addition, there shall be included as house accounts places of religious worship and theaters.

(i) There shall be available for inspection by each outside advertising sales rep, monthly or on request, the name, address and telephone number of all advertisers whose advertisements have been placed by the telephone solicitor.

(j) Follow-up ads may be developed by the outside salesperson who will be responsible for the account and who will keep the commission.

(k) Any new account (including “inactive accounts”) developed by the telephone solicitor maybe serviced by the telephone solicitor unless follow-up direct calls are required. The telephone solicitor may keep any finder’s fee paid in the department for new accounts established.

(l) While it is not the intention of the Publisher to regularly share commissions among two or more employees, the Publisher, may, from time to time, do so in the interest of fairness.

(m) The Employer will solicit and consider input from outside salespersons when changes in the incentive structure are contemplated.

(n) The Employer will provide to the Guild a copy of all correspondence to salespersons concerning incentive plans.

3.4 (a) The difference obtaining at any time between the salary being paid to an employee and the minimum weekly salary which would be applicable to him/her under the provisions of section (b) of the Article III, shall be maintained whenever the minimum salaries are increased (including the increase in minimum salaries provided for in section (b) of this Article III) or when the employee becomes entitled to a higher minimum salary by reason of completion of a period of experience.

(b) In order to effectuate the foregoing sentence, the salary of any employee whose salary is less than the higher minimum salary for his/her classification provided for in said section (b) shall, upon his/her completing a period of experience be increased by an amount equal to the difference between the minimum salary that would then be applicable to him/her and the next preceding minimum salary for his/her classification.

3.5 An employee may opt in or out of direct paycheck deposit during a thirty day period beginning September 1 of each year.

3.6 The Publisher shall within seven (7) days after its effective date, notify the Guild of any increases in salary granted to any employee.

3.7 Whenever an employee covered by this contract is assigned by the Publisher to perform the work of a position named in Article 1, Paragraph (b) of this contract, he/she shall be paid in addition to his/her salary, fifteen (15) percent of the top minimum of his/her classification. It is understood and agreed that such assignment shall be for a minimum period of one working day, with a corresponding addition to his/her salary.

3.8 Except as provided in Article 3.9, any employee who is scheduled to begin work on any day before 6:00 a.m. and any employee whose scheduled time for ending work on any day is after 6:00 p.m., shall receive for each such day, in addition to his/her regular salary, a night differential equal to 7 percent of 1/5th of the amount of the minimum salary (not the actual salary, if that be greater than said minimum) for his/her classification and experience level, provided, however, that such night differential shall not be less than $5.00 per day. The night differential shall constitute a portion of the employee’s regular salary for all purposes, including sick leave, vacations, holiday pay, severance pay and pension.

3.9 (a) Circulation supervisors may be scheduled to begin work on any day at 5:00 a.m. and shall receive for each such day, in addition to his/her regular salary, night differential pay equal to the amount of three (3) hours salary calculated at the night differential rate as outlined in Article 3.8. Such night differential shall constitute a portion of the employee’s regular salary for all purposes, including sick leave, vacations, holiday pay, severance pay and pension. When circulation supervisors are assigned to begin work on any day before 5:00 a.m., Article 3.9 will apply. So that there will be no misunderstanding, we calculated the three (3) hour pay differential to be added to the regular pay of each of the current Circulation Supervisors, when scheduled to begin work at 5:00 a.m. as follows:

(b) Circulation supervisors at the top of the wage scale, (e.g. those who currently earn $889.62 per week) after the signing of this Agreement, will receive, in addition to their regular wages, 3 hours of night differential premium pay of $4.98 for each 7.5 hour shift that began at 5 a.m.

(c) Circulation supervisors not at the top of the scale, who earn $503.08 per week at the 2 year experience wage scale, will receive, in addition to their regular wages, 3 hours of night differential premium pay of $2.82 for each 7.5 hour shift that began at 5 a.m.

(d) These are examples based on the current scales. The calculation of the three hour pay difference for circulation supervisors presently employed or new circulation supervisors will be made in a like manner based on the scales in effect at the time.

3.10 (a) Any employee who is scheduled to work on Sunday will receive in addition to his/her regular salary, a Sunday differential equal to 7 percent of l/5th of the amount of the minimum salary (not the actual salary, if that be greater than said minimum) for his/her classification and experience level, provided that such Sunday differential shall not be less than $5.00 a day.

(b) The Sunday differential will be in addition to any night differential payable and will be payable only once in a 24-hour period. It shall constitute a portion of the employee's regular salary for all purposes, including sick leave, vacations, holiday pay, severance pay and pension.

3.11 In a temporary transfer of an employee receiving night differential to a shift not requiring payment of a night differential, the employee shall retain the night differential as part of his/her wages. An employee not receiving a night differential, shall, upon a temporary transfer to a shift requiring payment of night differential, receive the night differential only for the period of the temporary employment on the shift requiring payment of the night differential.

3.12 Reporters may perform any of the duties of a photographer and photographers may perform any of the duties of a reporter.

3.13 Employees may perform any of the duties being performed by employees classified as maintenance persons, such as sweeping, cleaning, baling, etc., or driving trucks or acting as helpers on trucks. Employees may be assigned to pick-up and discard in receptacles trash and debris around equipment.

3.14 No employee shall be required to perform any of the duties of a higher classification than his/her own unless and until he/she is promoted to such classification. The foregoing is not intended to cover infrequent and trivial instances, such as, for example, an office person filling in occasionally on the telephone switchboard while the telephone operator is on her rest period or her lunch period.

Nor is it intended to prevent an employee in a lower classification substituting for an employee in a higher classification during the latter's vacation or similarly short period of sick leave provided the substituting employee is paid, during the period of substitution, at least the next higher weekly minimum salary in the higher classification, above his/her regular weekly salary,

3.15 Should the Publisher create a new job classification, he shall furnish the Guild with a proposed job description and the Company and the Guild shall negotiate a new minimum. The new minimum shall be effective on the date the new job classification is effective.

3.16 (a) Experience means experience in comparable work in the new hire's prior employment which experience includes the skills, technology and aptitude fundamentally involved in the new hire's position with the newspaper.

(b) A claim that an employee has not received proper experience credit shall be considered by the Employer if the claim is submitted to the Employer within one year from the date on which the employee was hired. Claims made after one year from the date on which the employee was hired shall be invalid. However if the Employer fails to notify the Guild of the new hire, as required by Article 2.3(b) of this Agreement, the claim will be valid for one year from the date the Guild is notified of the employment of the person in question.

(c) Any adjustment in the rate will be effective from the date of hire.

ARTICLE 4 - HOURS OF WORK

4.1 The regular work week for all full-time employees in the Advertising and Business departments shall consist of five (5) days, between Monday and Saturday, inclusive. The regular work week for all full-time employees in the Editorial, Circulation and Maintenance departments shall consist of five (5) days.

4.2 The regular work week for all part-time employees in the Advertising and Business departments shall consist of up to five (5) days between Monday and Saturday, inclusive. The regular work week for all part-time employees in the Editorial, Circulation and Maintenance departments shall consist of up to five (5) days.

4.3 Employees with eighteen (18) years or more of service with the Employer or any prior publisher of the Daily Times, excluding Circulation Supervisors and Mailers, shall not be required to work a schedule containing non-consecutive days off and shall be scheduled for consecutive Saturday and Sunday off at least twice in a four week period, except in situations where flexibility is required, as determined in the Employer's sole discretion, to accommodate the production schedule. For each Guild employee in the News, Circulation (excluding Circulation Supervisors and Mailers) and Maintenance departments, there shall be scheduled at least one consecutive Saturday and Sunday off and two other consecutive days off in a four (4) week period, except in situations where flexibility is required, as determined in the Employer's sole discretion, to accommodate the production schedule.

4.4 Whenever the employer schedules an Editorial department employee, with more than eighteen (18) years of service with the Employer or any prior publisher of the Daily Times, off for a three (3) day weekend (Friday, Saturday, Sunday), the requirement for consecutive days off the following week will be relaxed. The Employer will make a bona fide effort to schedule editorial department employees with less than eighteen (18) years of service as above subject to the operational needs of the Employer, as determined by the Employer in its sole discretion.

4.5 Circulation Supervisors shall be scheduled off for one consecutive Friday and Saturday, and one consecutive Saturday and Sunday in a four week period. In the application of this paragraph, the parties agree to continue the past practice of flexible scheduling to accommodate staffing and production needs, as determined by the Employer in its sole discretion.

4.6 Mailers with eighteen (18) years or more of service with the Employer or any prior publisher of the Daily Times, will be scheduled off either Friday and Saturday or Saturday and Sunday according to the needs of the Employer, and except in situations where flexibility is required, as determined in the Employer's sole discretion, to accommodate the production schedule.

4.7 The regularly scheduled number of hours constituting the work day for full-time employees shall be seven and one-half (7 1/2) consecutive hours, interrupted by the lunch period heretofore normally prevailing. The regularly scheduled number of hours constituting the work day for part-time employees shall be not less than four (4) consecutive hours nor more than seven and one-half (7 1/2) consecutive hours, interrupted by the lunch period heretofore normally prevailing.

4.8 The hours for beginning and ending work and the regular days off of each employee shall remain as they are now. The foregoing sentence is intended to incorporate the presently existing regular working schedule of each employee. These schedules and the time for beginning and ending work for each employee shall remain regular schedules in the sense that they will not be altered except upon proper and reasonable notice, which shall be given and posted not less than two calendar weeks in advance of the week in which an alteration in such schedule is to become effective, except in situations where notice of less than two calendar weeks is required to accommodate the production schedule, as determined in the Employer's sole discretion. It is agreed that part-time employees may accept additional hours that may be offered by the Employer during a payroll week at straight time, except as outlined in Article IV.

Part-time employees may opt to refuse such additional hours without adverse impact from the Employer and without change in the already posted schedule. By mutual agreement between the employee and the Employer, work schedules may be changed with less than two (2) weeks' notice. It is agreed that the Employer will not take adverse action against an employee who does not agree to such a schedule change.

4.9 It is understood that subject to provisions of Section 4.7, the regular working schedule of Editorial department employees, Circulation Supervisors and Layout Artists need not provide for the same hours for beginning and ending work on each day of the week; i.e., the regularly scheduled hour for beginning work on Monday may be different from the regularly scheduled hour for beginning work on Tuesday, etc. For the purpose of this section, the Employer will make a bona fide effort to apply the following, subject to the operational needs of the Employer, as determined by the Employer in its sole discretion:

(a) For the purpose of this section, the starting time for layout artists will not be later than 10:00 a.m.

(b) Circulation Supervisors will not be assigned more than two starting times in a payroll week.

(c) Subject to the provisions of Section 4.8, concerning proper and reasonable notice for schedule changes, to accommodate the operational needs of the Employer, or when the Employer agrees to accommodate a request of an employee, Editorial department employees may be scheduled starting times in a payroll week that vary, either earlier or later, by up to one (1) hour four (4) days and by up to four (4) hours on any one (1) day of the week.

4.10 By mutual agreement between the Employer and the employee, Editorial Clerks may be scheduled in the same way as reporters and other Editorial department employees. The Employer agrees it will not discipline or take any discriminatory action against an Editorial Clerk who does not agree such schedule change.

4.11 By mutual agreement between the employee and the Employer, work schedules may be arranged for full-time employees to provide for shifts greater or lesser than 7 1/2 consecutive hours, excluding lunch, so long as the work week does not exceed 37 1/2 hours, or more than five (5) days. The Guild will be notified in writing thirty (30) days in advance of the proposed date of implementation of any such agreement. If the Guild believes the modified work schedule is in violation of the Collective Bargaining Agreement, it must respond in writing within ten (10) working days specifically listing the contract provision(s) it believes were violated. Such agreements will list the days of work and the hours of work each day. Employees will receive overtime pay for any work outside the agreed upon hours or days in accordance with Article 5 of this Agreement. If an employee did not receive differential pay as a result of a work schedule in effect prior to schedule changes resulting from this provision, such employee will not receive differential pay for the changed schedule notwithstanding the provisions of Section 3.5. The employee or Employer may terminate such agreements provided for in this section with thirty (30) days written notice to the other party.

4.12 The Employer at its sole discretion may change paydays from Thursday to Friday (or some other common day). Before doing so the Employer shall provide the Guild with not less than ninety (90) days' notice before implementing such change.

4.13 The Employer agrees it will not use the schedule, including shift starting times, for disciplinary purposes.

ARTICLE 5 - OVERTIME

5.1 Overtime shall be worked only when directed by the Publisher or Department Manager. For full-time employees, any hours worked in excess of the regularly scheduled number of hours per day or per week, or during other than an employee's regularly scheduled working hours, or on days other than his/her regularly scheduled work days, shall be considered overtime.

5.2 Part-time employees shall be entitled to overtime after working seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week.

5.3 Except as otherwise provided in Article 10 and in this Article 5, all overtime, measured by quarter hours, shall be compensated for in cash at one and one-half times the employee's regular rate of pay or by mutual agreement between the employee and his or her supervisor, by compensatory time, in lieu of cash. "Mutual agreement" means no employee shall be required to take compensatory time.

5.4 If an employee is required to work on any of his/her days off, (except where this results from another employee's request, approved by the Publisher and agreed to by other employees, to substitute another day off) he/she shall be paid one and one-half times his/her regular day's pay for any hours of work on such day not exceeding the number of his/her regular daily hours of work and he/she shall be paid twice his/her hourly rate of pay for all time in excess of the regular number of his/her daily hours of work.

5.5 A minimum of four (4) hours per day at one and one-half times his/her regular rate of pay as may be required by the other provisions of this Article 5 or at two and one-half times his/her regular rate of pay as may be required by the provisions of Article 10 shall be paid to any employee who is required to resume work after the completion of his/her work on any day and after leaving the Publisher's building or the place where his/her duties are being performed.

5.6 There shall be a minimum of twelve (12) hours between the end of an employee's regularly scheduled work shift and the beginning of his/her regularly scheduled work shift on the following day. If an employee's regular schedule is changed so that the full twelve (12) hour interval is interrupted, the hours which do interrupt shall be paid at the rate of one and one-half times the regular hourly rate.

ARTICLE 6 - VACATIONS

6.1 Employees shall be entitled in each calendar year to vacation with full pay on the following basis:

(a) Five (5) weeks for those who have been continuously employed by a prior publisher of the Daily Times for eighteen (18) years or more as of the execution of this Agreement.

(b) Four (4) weeks for those who have been continuously employed by the Publisher or any prior publisher of the Daily Times for eight (8) years or more.

(c) Three (3) weeks for those who have been continuously employed by the Publisher or any prior publisher of the Daily Times for three (3) years or more but less than eight (8) years.

(d) Two (2) weeks for those who have been continuously employed by the Publisher or any prior publisher of the Daily Times for more than one (1) year, but less than three (3) years.

(e) All other employees shall be entitled to one (1) day's vacation for each twenty-six (26) working days or major fraction thereof in the current vacation year of July 1 through June 30.

6.2 Vacation time is to be arranged by mutual agreement between the various employees, and the Publisher, subject to the provisions of the next paragraph of this Section (b) and provided that vacation leave shall start on Monday, unless otherwise mutually agreed upon.

6.3 Employees shall have precedence in the selection of time or taking vacations in accordance with their length of continuous service with the Publisher, including years of service with the prior publisher(s) of the Daily Times. Not later than March 1 of each year, the Publisher, shall post a copy of the vacation schedule on each bulletin board and deliver a copy to the Guild.

6.4 If a change of vacation dates is required by the Employer for a bona-fide business reason, the employee shall be reimbursed for any non-refundable deposits or pre-paid expenses made towards that vacation and lost as a result of said change. The employee will present evidence of such loss.

6.5 For the purposes of this Article, an employee's length of service with the Publisher (including employment with prior publisher(s) of the Daily Times) shall be the total number years, months and days which the employee would have completed in the employ of the Publisher (including employment with prior publisher(s) of the Daily Times) on June 30th of the calendar year for which the vacation is to be allowed.

6.6 If for any reason a regular employee's employment with the Publisher ceases at any time following the immediately preceding June 30th, he/she shall receive an amount of vacation pay calculated as follows:

(a) If service with the Employer (including employment with prior publisher(s) of the Daily Times) on June 30th next following the termination of the employee's employment is less than three (3) years, one day's pay for each 26 working days in the employ of the Publisher (including employment with prior publisher(s) of the Daily Times) between the immediately preceding June 30 and the date of termination of employment.

(b) If service with the Employer (including employment with prior publisher(s) of the Daily Times) on June 30th next following the termination of the employee's employment was three (3) years or more but less than eight (8) years, one day's pay for each 17 working days in the employ of the Publisher (including employment with prior publisher(s) of the Daily Times) between the immediately preceding June 30 and the date of termination of employment.

(c) If service with the Employer (including employment with prior publisher(s) of the Daily Times) on June 30th next following the termination of the employee's employment was eight (8) years or more but less than eighteen (18) years, one day's pay for each 13 working days in the employ of the Publisher (including employment with prior publisher(s) of the Daily Times) between the immediately preceding June 30 and the date of termination of employment.

(d) If service with the Employer (including employment with prior publisher(s) of the Daily Times) on June 30th the next following the termination of the employee's employment was eighteen (18) years or more, one day's pay for each 10 working days in the employ of the Publisher (including employment with prior publisher(s) of the Daily Times) between the immediately preceding June 30 and the date of termination of employment.

ARTICLE 7 - JOB SECURITY & SEVERANCE PAY

7.1 There shall be no dismissals except for just and sufficient cause.

7.2 (a) No employee shall be dismissed except upon the Publisher's giving, both to the Guild and to the employee to be dismissed, at least two (2) weeks advance notice in writing, which shall state the reason for the dismissal. If the reason for the intended dismissal is economy the Publisher will advise the Guild thirty (30) days in advance of its reasons for economizing. The Publisher will also advise the Guild of economy measures it has taken to avoid the dismissal and the savings to be achieved. Unless the Publisher asserts that it is losing money, or could not otherwise continue to exist as a viable entity absent the dismissal, the

Publisher shall not be required to disclose to the Guild or its representatives the Publisher's confidential financial records.

(b) If the cause for the intended dismissal is the misbehavior of the employee, and such misbehavior is so flagrant as to make it necessary that the employee shall not be permitted to continue the performance of his/her duties, the Publisher may, at the time that he gives the aforesaid notice of his intention to dismiss the employee and of the reason for said dismissal, pay to the employee the two (2) weeks salary which the employee would have received during the period of notice (and which shall be in addition to the severance pay to which the employee is entitled) and may thereupon suspend him/her from performance of his/her duties, pending discussion of the case with the representative of the Guild during the two (2) weeks' notice period. If during said two (2) weeks the Publisher and the Guild arrive at no agreement respecting the propriety of the employee's contemplated dismissal, the employee shall, at the expiration of the two (2) weeks, be deemed to have been dismissed and shall have the same rights respecting severance pay, negotiation and arbitration of a grievance respecting the dismissal, etc., as he/she would otherwise have had under this Agreement;

7.3 Upon death or dismissal from employment of any employee who has had six (6) months or more of continuous service with the Publisher (including employment with prior publisher(s) of the Daily Times) up to the time of such dismissal, such employee shall, for each six months, or major fraction thereof, of service for the Publisher (including employment with prior publisher(s) of the Daily Times), be paid by the Publisher, in cash, one week's wage or salary, not exceeding a total of forty-four (44) weeks; provided, however, the employee executes and does not revoke the Employer's standard release of claims, an example of which is attached hereto as Exhibit A. The amount so to be paid to such employee shall be computed on the basis of the regular weekly wage received by the employee at the time of such dismissal, and shall be subject to deduction for any advance made by the Publisher to such employee and also subject to such deduction or other withholding as may be required for any of such payment, by-laws, rules or regulations of the United States or the state, town or county, or any governmental agency. The dismissal from employment hereinabove referred to shall include, but not be limited to, dismissal by the Publisher, or by trustees or other officers appointed by a Court or by action of a Court, or to termination of employment as a result of the operation or application of bankruptcy, insolvency, or reorganization laws, or by operation of other law (but not by reason of resignation) and the payment payable upon death or upon such dismissal or termination of employment as aforesaid shall be considered and treated as wages and entitled to any and all priority rights accorded to wages, without prejudice, however, to any claim for any other priority for such severance pay.

7.4 Any employee covered by this Agreement, may, at his/her election retire from active service for the Publisher on or at any time after attaining the age of sixty-five years. Upon such retirement of any such employee who is not covered by the Publisher's 401(k) Pension Plan, the Publisher will pay to such employee retirement pay at the rate, and to the extent provided for in 7.3 above, in the event of dismissal, or termination of employment. Upon such retirement of any such employee who is covered by the Publisher's 401(k) Pension Plan, the Publisher shall become obligated to pay to such employee retirement pay at the rate, and to the extent provided in 7.3 above, in the event of dismissal, or termination of employment, provided, however, that such retirement pay shall not become payable so long as such employee receives the benefits provided for under such 401(k) Pension Plan and that such benefits shall be deemed as payments to the employee on account of his said retirement pay, it being further agreed and understood that upon such employee's death, the Publisher shall pay to the beneficiary designated in writing by such employee to the Publisher an amount equal to the difference, if any, between the amount of retirement pay that was due to such employee and the total of benefits under the 401(k) Pension Plan received by him or her.

REDUCTION IN FORCE:

7.5 The employer shall give to the Guild written notice of its intention to effectuate such reduction at least thirty (30) days before the effective date thereof. The Employer shall make an effort to retain employees. During the thirty (30) day notice period, the Guild and the Employer will meet to discuss the intended reduction including alternative ways to achieve the required savings.

7.6 (a) In the event of a reduction in force of any department which include editorial, advertising, business office, maintenance and circulation, inverse seniority within the following groups shall prevail. The groups referred to below are subject to Sections 7.6 through 7.18 as follows:

1. Driving Messenger/Clerk, Copyperson
2. Maintenance Person, Mailer, Delivery Superintendent, Mechanic
3. Circulation Supervisor
4. Bookkeeping Machine Operator, Cashier, Bookkeeper, Ledger Billing Clerk
5. Dispatch Production Clerk, Librarian, Steno Typist, Secretary and Editorial Clerk
6. Adtaker, Solicitor, Telephone Operator
7. Classified, Retail and National Salesperson
8. Layout Artist
9. Photographer
10. Reporter
11. Department Editor, County Editor, Desk Assistant, Bureau Chief.

(b) Such an employee shall be subject to recall for a period of 24 months from the date of the reduction in force. Such an employee will also receive severance pay under the prior provisions of the Article.

(c) As part of the reduction in force described above, those employees remaining after a reduction in force must be able to perform the essential elements of their new classification. The employer will provide such employees with appropriate training for reasonable time periods except any employee in a vehicle mechanic position must be able to perform immediately the essential elements of this job without any training.

7.7 For the purposes of this 7.6 only, severance pay shall be paid in a lump sum on the effective date of the reduction in force. If such an employee is recalled during the 24 month recall period the employee shall have no obligation to repay that severance covering the period the employee was laid off. After a grace period of three months, the employee shall pay back to the Publisher the excess in installments at least 10% of net pay in each payroll period, but such payments must be completed within one year of the conclusion of the grace period.

7.8 The employee(s) proposed to be included in the reduction in force shall be the one(s) who, in the group or groups in which it is necessary to reduce costs, has the least total length of service with the Employer. For the purpose of 7.6, length of service shall mean the employee's total length of employment with the Employer (including employment with prior publisher(s) of the Daily Times) or service in the bargaining unit. Those employees specified in 1.3 shall have their time spent in the bargaining unit bridged.

7.9 Each employee laid off to reduce the force, shall be placed upon a rehiring list for 24 months. The Employer shall fill each vacancy with a person on the list who has worked in the classification in which the vacancy occurs, in the order of seniority based upon service in the classification in which the vacancy occurs and in any higher classification. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service, but need not be counted as service time, in computing seniority.

7.10 An employee rehired shall be paid the applicable minimum for the classification into which the employee is rehired or retransferred plus whatever dollar differential above minimum the employee was paid when laid off.

7.11 If any employee in a group referred to in 7.6(a) above, in which it is necessary to reduce costs, who should not be subjected to lay off under the provisions of 7.6 would volunteer to be laid off, such request shall be accepted, and such employee shall be granted the privileges set forth in Paragraphs 7.7 through 7.17.

7.12 The rights of employees on the recall list shall be accorded to them prior to any new employee being hired, on the basis of the employee's length of service with the Employer (including employment with prior publisher(s) of the Daily Times), provided an employee to whom such rights are to be accorded responds to a call to be rehired by advising the Publisher of intentions to report for work not more than five (5) working days after receipt of notice sent by certified mail, to the last known post office address in the Publisher's records.

If such an employee fails to report within fifteen (15) working days after receipt of the Publisher's notice to report to work, the employee shall lose all reinstatement rights, and no further severance payment shall be made unless the employee is temporarily incapacitated, preventing response or return to work, in which case, the employee must notify the Publisher, in writing, within three (3) working days after the ability to respond that the employee will report within fifteen (15) working days.

7.13 Any period of employment for which severance pay has actually been paid and not refunded, shall not be counted as employment in calculating severance pay which may again become due after rehire.

7.14 If an employee who elects to be subject to recall dies prior to being recalled, the Publisher shall pay such employee's beneficiary or estate if no beneficiary has been designated, an amount equal to the amount of severance pay due such employee, if the employee has remained on the recall list until the expiration of the 24 month period.

7.15 This Section 7.5 is not intended to enlarge or diminish any other right(s) to fringe benefits such an employee may otherwise have under the Agreement, but any such right(s) shall be determined as of the employee's lay off date.

7.16 It is agreed that any employee who provokes his dismissal for the purpose of collecting severance pay or who is dismissed for workplace theft or sexual harassment shall not be entitled to such severance pay.

ARTICLE 8 - SETTLEMENT OF DISPUTES

8.1 The Guild will designate a committee of its own choosing, of not more than four (4) members of the bargaining unit, to take up with the Employer any matter arising from the application of this Agreement or as to the carrying out of its terms.

8.2 The Guild will file a grievance within twenty (20) workdays of occurrence, or within twenty (20) working days of when the Union could reasonably be expected to have known it occurred, but this time limit shall not apply in a case of dispute over the employee's pay. However, retroactivity of such pay grievances will be limited to two (2) years. The grievance must be in writing, stating the name of the employee, the date of occurrence and describing the occurrence.

8.3 After submission of the grievance, the Employer will meet with the Guild committee within five (5) workdays. This meeting will be held in the conference room or other suitable meeting room at the Daily Times during normal working hours.

8.4 The Employer will reply to the Guild in writing within fifteen (15) work days following the meeting.

8.5 Failure by the Guild to file the grievance within the time limit shall be a waiver of the grievance. Failure by the Employer to adhere to the time limits shall automatically settle the grievance in the Guild's favor.

8.6 Authorized representatives of the union shall have access to the premises during working hours for the purpose of participating in grievance meetings and consulting with the members, provided there is no interruption of the Employer's business, and provided such access shall be with the consent of the Publisher, which consent shall not be unreasonably withheld or delayed.

8.7 Any grievance not satisfactorily settled in the above manner may be submitted by the Representative Assembly of the Guild to final and binding arbitration within forty (40) workdays following receipt of the Employer's answer. Arbitration shall be conducted under the provisions of the Voluntary Labor Arbitration Rules of the A.A.A. The arbitrator shall not have the power to alter, amend or modify any provisions of this Agreement, and the decision shall be final and binding on both parties. The cost of the arbitration shall be borne equally by both parties, except that neither party shall be required to pay any part of the cost of a stenographic transcript without express consent.

ARTICLE 9 - SICK LEAVE/SHORT TERM DISABILITY

9.1 The Publisher provides short term disability income protection benefits (up to a maximum of twenty six (26) weeks per year) to eligible employees who are unable to work due to their own qualifying medical condition. This benefit covers all full-time employees covered by this Agreement who have been employed by the Publisher, or any prior publisher of the Delaware County Daily Times, for at least one hundred and eighty (180) consecutive days. After a five (5) day work elimination period and appropriate submission and approval of healthcare documentation, the short-term disability benefits available to eligible employees shall be as follows:

Week 1	No benefits (employees may use available vacation days to cover time missed during this five (5) work day elimination period)
Weeks 2-3	100% of the employee's salary in the week immediately prior to illness
Weeks 4-5	90% of the employee's salary in the week immediately prior to illness
Weeks 6-26	70% of the employee's salary in the week immediately prior to illness

9.2 The Publisher may require the employee to provide, at reasonable intervals, a doctor's certificate verifying the employee's incapacity. Any employee who is off work for fifty two (52) weeks shall not be entitled to any fringe benefits under this Agreement. Any employee off work for a period of two (2) years or length of seniority, whichever is less, will be terminated. If after exhausting the sick leave entitlement described in Sections 9.1 above, and if the employee desires to return to work, the employee may be required to submit a physician's certificate that the employee is fit to return to work and able to perform the essential functions of the position. The Employer may also require the employee to submit to a medical exam by a physician of the Employer's choosing. If the two physicians disagree, the employee shall be examined by a third physician selected by the other two whose opinion shall be binding. The two selecting physicians shall choose a third physician who is able to render an opinion within thirty (30) days. The cost of the third physician shall be paid by the Employer.

9.3 In addition to the benefits provided in Section 9.1 above, eligible employees shall be entitled to up to five (5) sick days paid at 100% of the employee's regular rate during each year of this Agreement. Unused sick days cannot be carried over or banked from one calendar year to the next calendar year. Unused sick days will not be paid out upon termination for any reason.

9.4 When an employee has been continuously absent because of illness for more than forty-four (44) weeks, he/she may thereafter, until the end of the year beginning with the first day of his/her absence, elect to have his/her employment terminated. In that event he/she shall be entitled to receive at that time a sum equal to the amount of severance pay which would be due him/her were he/she to be discharged at that time. Thereupon his/her employment by the Publisher shall cease entirely and the Publisher shall have no further obligation to such employee. When an employee has been continuously absent because of illness for more than one year, or when an employee has been absent for more than 70% of the regularly scheduled work days for each of three (3) consecutive calendar years, the Publisher may at that time elect to terminate such employee's employment by paying him/her a sum equal to the amount of severance pay which would have been due him/her had he/she been ordinarily dismissed at such time. Thereupon his/her employment by the Publisher shall cease entirely and the Publisher shall have no further obligation to such employee.

9.5 If neither the employee nor the Publisher elects to terminate the employment under 9.4, but the employee dies during his/her absence because of illness, death severance pay shall be given under Article 8 of this contract and no sum shall be due under 9.4. If neither the employee nor the Publisher elects to terminate the employment of the employee under 9.4, the employee shall upon recovery from his/her illness be reinstated in his/her regular position. For the purpose of this paragraph an employee's effort to report for work when not in a suitable physical condition to perform his/her normal duties on a full time basis shall not operate to interrupt continuity of absence.

9.6 (a) A doctor's certificate shall not be required in cases involving illness of three (3) days' duration or less, providing the employee notifies his/her immediate supervisor of such illness at least two and one-half (2 ½) hours after the time he/she is scheduled to report for work and provided there is no indication of malingering. In the latter case, the Employer may notify the employee that, on the next occurrence of illness he/she may be required to produce a physician's certificate verifying the illness before sick pay is allowed.

(b) Such notification shall be made in writing and the employee shall be told orally why he/she is suspected of malingering. In the case of an employee who has no telephone, notice at the earliest opportunity (by mail, if necessary) shall be considered compliance with the requirement of reporting the illness.

9.7 It is agreed that sick leave shall not be abused. In the event of such suspected malingering, the Publisher may require an employee absent because of illness to submit a physician's certificate verifying the illness in which case the company will pay the prevailing fee directly to the attending physician or may have the employee examined by a physician of the Publisher's choosing and at the Publisher's expense.

9.8 No deductions will be made for sick leave from overtime credited or to be credited to the employee, or from other compensation due him/her at that time.

(a) The Employer's share of the United Furniture Workers (UFW) Plan ("UFW Plan") premium is 60% and the employee's share is 40%, provided that in the event that UFW Plan percentage increases exceed the percentage increase of the JRC Plan the employees shall additionally pay 100% of cost difference in dollars resulting from the difference in said percentage increases.

(b) Part time employees hired on or after the signing of this Agreement must work more than thirty (30) hours on average per week over a six month period in order to be eligible for medical insurance. If an employee's average work week falls below thirty (30) hours it will be considered a qualifying event for COBRA coverage.

(c) New employees must be employed by the publisher for sixty (60) days before becoming eligible for medical insurance coverage.

9.9 The provisions of this Article shall in no way affect, modify or waive the Publisher's rights and liabilities or the employee's rights under the Workers' Compensation Laws.

9.10 (a) Regardless of any other seemingly conflicting provisions of this Agreement, when an employee who has been absent because of illness or because of maternity leave returns to duty, any other employee who was hired because of such first employee's absence may be dismissed by the Publisher, and any employee who was transferred to a different position because of such first employee's absence may be returned to his/her former position and to his/her former pay, or the scale then applicable to the former position if that then be higher than his/her former pay.

(b) The Guild and the employee affected by 9.10(a) shall be notified in writing of its existence and of the nature of the substitution at the time of their hiring or transfer, as the case may be.

ARTICLE 10 - HOLIDAYS

10.1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be considered holidays. Should any of these holidays occur upon a Sunday, the Monday following shall be deemed to be such holiday. Every employee desiring to do so will be permitted to absent him/herself from work, without deduction from his/her salary, on Rosh Hashanah, Yom Kippur and Good Friday, provided he/she has informed his/her superior to that effect at least two weeks before such holiday, and further provided that he/she may be required to make up his/her absence by working on one of his/her regular days off or on such one of the holidays or on such one of the other days on which he/she may be entitled to be free from work under the provisions of this Article, as may be agreed upon by the employee and such superior.

10.2 All mailers, circulation supervisors and delivery superintendent and employees in the editorial department (except those in the sports division and photographers) shall, in addition to their regular days off, be free from work on three (3) of the aforesaid holidays, and shall receive three (3) additional days off in lieu of the other three holidays without deduction from salaries. In lieu of holidays, employees in the sports division and photographers shall, in addition to their regular days off and in addition to their vacations, be free from work without deduction from their salaries for six (6) days during each calendar year, provided that the

Publisher will not require more than one (1) sports writer or more than one (1) photographer to work on Christmas.

10.3 All employees in other departments shall in addition to their regular days off, be free from work on all six (6) of the aforesaid holidays without deduction from their salaries, provided, however, that one advertising department employee, one clerk in the accounting department, one classified department employee and one telephone operator may be required to work on not more than three (3) of such holidays with compensation for each holiday so worked in the form of a day free from work (in addition to their regular days off and their vacations). Such days free from work shall be granted during the calendar year.

10.4 Should any of the holidays on which an employee is entitled to be free from work occur on one of such employee's regular days off or during his/her vacation, said employee shall, within thirty days before or after such holiday, be granted another day free from work (in addition to his/her regular days off and vacation) without deductions from his/her salary.

10.5 In addition to their regular days off and in addition to the holidays above in this Article provided for, the following holidays free from work with pay shall be recorded:

(a) The birthday of any employee who has completed his/her initial trial period. Such birthday holiday shall be designated in accordance with the following:

(A) The employee may be given his/her birthday holiday in the week preceding, in the week of, or in the week following his/her birthday. Selection of the day will be by mutual agreement.

(B) When requested by the employee, this holiday with pay may, by mutual agreement, precede or follow one of his/her regularly scheduled days off.

(b) Three personal holidays to every employee who has completed one year or more of service with the Publisher (including employment with prior publisher(s) of the Daily Times). The days on which these holidays are to be celebrated by the employee must be mutually agreed upon by the employee and the Publisher at least two (2) weeks prior to the day on which the employee desires to celebrate such holidays, except in cases of emergency.

10.6 When two holidays fall on the same day, one of them shall be celebrated on that day and the employee shall be granted one additional day off from work with pay on a date not more than thirty (30) day before or after the date of such holiday.

10.7 On all holidays or days celebrated as such, five (5) hours shall constitute the regular working day. Should the Publisher require an employee to work on a day on which the employee is entitled to be free from work by reason of having worked on one of the holidays above mentioned or by reasons of the provisions in 10.4 or 10.6 of this Article 10, such employee shall for any part of such day worked, not exceeding five (5) hours, receive, in addition to his regular weekly salary, three-tenths (3/10) of his/her regular weekly salary, and for all hours or fraction of hours worked in excess of five (5) hours, shall be compensated at two and one half times (2 1/2) his/her normal rate of pay.

ARTICLE 11 - JOB TRYOUTS

11.1 Except as otherwise provided in this section, during the first ninety (90) days subsequent to his/her hiring, any employee covered by this Agreement shall be considered as on trial and shall be subject to dismissal at any time within such period.

During the probationary period the Employer shall give the employee a progress evaluation (no later than 45 days) and a second evaluation no later than 70 days after the start of the probationary period.

11.2 The parties agree that such probationary period may be extended for 30 days by the Publisher for Advertising Salespersons upon notification in advance to the Guild in writing.

ARTICLE 12 - TRANSFERS AND PROMOTIONS

12.1 No employee shall be transferred or promoted by the Employer to another position or job classification without the employee's consent. There shall be no reduction in salary or impairment of benefits as a result of such transfer, nor shall any employee be penalized for refusing to accept such a transfer or promotion. Present employees shall be given first opportunity to apply for a vacancy in a higher classification or to make a lateral transfer; subject, however, to the prior operation of the rehiring list (7.11). Notice of such vacancy shall be posted on all bulletin boards and given to the Guild.

12.2 An employee desiring to fill a vacancy shall submit written application within ten (10) days of such posting to be followed by an interview. The Employer shall provide an explanation to an employee of why such promotion or transfer was not granted.

12.3 i) Any employee covered by this Agreement may be transferred or promoted to another job classification for a trial period of sixty (60) days except in the case of an employee transferred or promoted to the position of sports editor, county editor, assistant city editor or telegraph editor, said trial period shall be three (3) months instead of sixty (60) days, and in the case of an employee transferred or promoted to the position of advertising salesperson, said trial period shall be one hundred and twenty (120) days instead of sixty (60) days. An employee laterally transferred to a position that requires the same skills as the employee's pre-transfer position shall not be subject to a trial period. In the case of a promotion to a higher classification, the employee shall receive at least the minimum in the higher classification next greater than the employee's minimum salary.

(a) Should an employee so promoted have valid comparable experience in the higher classification, the employee shall be given full credit in determining the salary levels to be paid, but not less than the next highest salary level in the classification to which the employee is being promoted. If at any time during this sixty (60) day period, or any extension thereof, it is determined by Management that the transferred or promoted employee is not competent to perform the duties of the new classification, the employee may be returned to the employee's former classification and wages. During such trial period the employee may elect to return to his/her classification from which transferred or promoted. The Employer's evaluation of the employee's progress shall be discussed with the employee at least following the 30th day, 45th day and at the end of the trial period.

12.4 If the employee returns to the classification previously held by the employee's choice, or failing to qualify for the promotion, any other employee transferred or promoted as a result of the employee's trial period may be restored to their classification and rate of pay. Any employee affected by this provision will be made aware in writing of its terms at the time of transfer or promotion.

12.5 If the employee is returned/returns to the classification from which the employee was transferred or promoted, he shall then receive a salary the employee would be entitled to if the employee had never been transferred or promoted. Service in the higher classification shall be counted for all purposes as service in the classification from which the employee transferred or promoted.

12.6 No employee shall be transferred by the Publisher to another enterprise in the same city, or to work in another city, whether in the same enterprise or in other enterprises conducted by the Publisher or in which the Publisher has an interest or by a subsidiary, related or parent company of the Publisher, without the employee's consent and payment of all transportation and other moving expense of employee and family. There shall be no reduction in salary or impairment or deterioration of other benefits to the employee under this contract as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

ARTICLE 13 - NO REDUCTION IN SALARIES

13.1 There shall be no reduction in wages or salaries during the life of the Agreement.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 A leave of absence without pay shall be granted by the Publisher to an employee who has reasonable cause therefor and shall not constitute a break in the continuity of service of such employee, but such leave period, except in the case of family medical leave, shall not be included beyond ninety (90) days in computing his/her experience rating, severance pay or other length of service credits.

14.2 In accordance with applicable law, employees in the event of prospective birth or adoption of a child, may take leave of absence without pay for an appropriate period, which shall in no event exceed one (1) year, and shall be entitled to be reinstated at the conclusion of such leave of absence. The period of such employee's leave of absence shall, for purposes of calculating vacation leave and pay, and for all other purposes for which length of service with the Publisher is given consideration, be considered as having been spent in the service of the Publisher.

14.3 In the event of any unpaid leave of absence exceeding ninety (90) days, other than leaves of absence caused by illness or injury, an employee shall be responsible for one hundred percent (100%) of his/her health insurance premium including dependent coverage if appropriate in order for plan coverage to continue. If the unpaid leave of absence involves illness or injury, the employer shall pay health insurance premiums as described in this Collective Bargaining Agreement for twelve (12) months.

14.4 Any employees who are elected or appointed to any full-time position of The Newspaper Guild, or AFL-CIO, or Local of the Newspaper Guild, or any organization with which the Newspaper Guild is affiliated or who are elected or appointed as delegates to a convention of The Newspaper Guild, AFL-CIO or of any organization with which The Newspaper Guild is affiliated, and up to three (3) employees acting as delegates (not more than one (1) from any department) to special meetings called by The Newspaper Guild or by any branch thereof or by an organization with which The Newspaper Guild is affiliated, shall be given a leave of absence without pay for the period of such appointment or of attendance at such conventions or meetings and shall have the period of time spent in such position or meeting or at such convention considered, for purposes of calculating vacation leave, severance pay, and experience rating, as having been spent in the service of the Publisher, provided, however, that said period of time for the purpose of such calculations shall in no event exceed (2) years. Written notice at least one calendar week in advance of the week in which the meeting shall be held, shall be given to the Publisher. When such absence is of six months or more duration, management may require two week's notice before reinstating the employee. The employee shall be returned to his old position, at the rate of pay to which he may, under the then current contract, be entitled and with all the privileges accorded to employees by such contract.

14.5 (a) Any employee hired in substitution for any person on leave of absence may be dismissed by the Publisher, anything in this Agreement to the contrary notwithstanding, but such substitute employee shall be given preference during the next sixty (60) days in the filling of any vacancy or new position, which such employee can fill, subject, however, to the prior operation of the rehiring list (7.11).

(b) If said employee fills a vacancy or new position within the sixty (60) days aforementioned, the probationary period defined in Article 11, section (a) Job Tryouts shall prevail.

14.6 (a) In the event of death in the immediate family of any employee, the employee shall be given a minimum of four days off without loss of pay on any of his/her regularly scheduled work days falling within seven days, one of which shall be the day of the funeral or viewing. Immediate family is defined as mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, domestic partner, sister, brother, grandfather, grandmother, grandchildren, stepparents, stepchildren, or any relative residing in the employee's household. The day of the funeral restriction may be waived by mutual agreement between the employee and the Publisher.

(b) For an employee to declare a Domestic Partner for purpose of Article 14.6, the employee and the domestic partner must sign the Affirmation of Domestic Partnership Form.

AFFIRMATION OF DOMESTIC PARTNERSHIP

Employee:________________________ Date of Birth:________________________

Department:________________________ Date of Hire:________________________

Social Security Number:____

Domestic Partner:____________________ Date of Birth:________________________

Social Security Number:____

Address:____

We affirm, individually, that we are engaged in a relationship for our mutual support and benefit, have the same primary and regular residence and are committed to one another to the same extent as married persons are to each other, except for the legal marital status and solemnities. We have maintained such relationship for at least ninety (90) days. We also affirm that neither of us is married to any other individual and that neither of us is engaged in any other committed relationship beyond that as stated above. We are not related by blood more closely than permitted under marriage laws of the state. We affirm that we are both of the age of consent in the state in which we reside. We each agree to notify the Publisher within thirty (30) days should our domestic partnership be dissolved at any time in the future.

Signature:____________________________ Date:________________________
(Employee)

Signature:____________________________ Date:________________________
(Employee's Domestic Partner)

14.7 Any employee summoned to jury duty shall be entitled to leave of absence for the period of such duty and shall be paid for such period the difference between his/her regular salary and the amount he/she is paid for jury service. Night shift employees called for such duty shall not be required to work on the day or days so spent. Employee must give to the Publisher two weeks' prior notice of such jury duty call, or such shorter notice as his call to jury duty makes possible, and present proper evidence as to the jury duty performed and compensation received.

14.8 A leave of absence without pay shall be granted to an employee who requests such leave for the purpose of: (a) becoming a candidate for a public office, (b) serving in a public office. Such employee shall be reinstated in the same or a comparable position upon expiration of such leave.

14.9 A leave of absence without pay shall be granted to an employee who has been awarded fellowships or grants from any recognized university, foundation, institution or governmental agency. The employer shall continue to provide hospitalization insurance coverage for such employee for the first ninety (90) days of such leave. Such leave will be for the length of time of the grant a period not exceeding three (3) years. If the publisher agrees in advance of the leave that the leave is job related, the employer shall continue to provide hospitalization insurance for the first nine (9) months of the leave. If the employee does not return to employment following the leave and remain employed for one (1) year, the employee is obligated to pay the publisher the amount of premiums paid for the employee during the leave.

14.10 An employee, while on a leave of absence (not to exceed three (3) years) authorized by this Article may pay premiums for health care coverage provided in Article 9.7 after employer coverage required by this Article ceases. However, the employee must acknowledge the COBRA rights run concurrently with the period of the leave of absence. And, failure to do so shall relieve the employer of any obligations set forth in this Article 14.10. Employees who fail to make timely payments for coverage will lose coverage under the plan and shall not be eligible to be reinstated to plan eligibility. Provided the employer notified the employee of this obligation and its consequence in person or by registered mail dated at least seven (7) days prior to removal from health care coverage, the employer may so remove from coverage an employee who fails to pay timely the employee's share of the premiums.

14.11 Leaves provided under the FMLA and leaves provided by this Agreement shall run concurrently and not consecutively.

ARTICLE 15 - WAR AND NATIONAL SERVICE

15.1 Any employee covered by this Agreement with two months' or more service with the Publisher who enters the military service or armed force of the United States (including the women's branches, auxiliaries or Merchant Marine), or who, under or by virtue of any national service or draft legislation or universal military training legislation is required to take employment with another employer including the United States Government or any of its branches, agencies or sub-divisions, shall be considered as on leave of absence without pay and shall have the time spent by him/her in such service added to the length of his/her service with the Publisher and to his experience rating, but his/her experience rating shall not be increased by more than twenty-four (24) months of such absence, unless during his/her period of service above described, the employee has been engaged for a period of more than twenty-four (24) months in work similar to that performed by him/her for the Publisher at the time he/she entered such service, in which event, the Publisher shall grant such amount of credit for experience rating beyond twenty-four (24) months as the circumstances may warrant.

15.2 Any such employee who within ninety (90) days of his/her honorable or general discharge from such service applies for reinstatement, shall within two weeks after the Publisher receives such application, be returned to his/her former position and former salary then applicable to such position, or to a position of equivalent compensation, if he/she is physically and mentally capable of filling it. All wage increases granted under Article 3 of this contract during his/her absence in such service, to which he/she would have been entitled had he/she not been so absent, shall be considered as forming part of the rate of pay than applicable to the position he/she held, and to the rate of pay he/she received, upon taking his/her leave of absence.

If the employee is physically or mentally incapable of performing the work of his/her former position or its equivalent, he/she shall be paid his/her accrued dismissal pay in accordance with the provisions of this Agreement. In reinstating any such employee as above provided, the Publisher may, notwithstanding any other provisions of this Agreement, dismiss the employee hired in substitution for the employee on leave for service as above described, upon the payment of severance pay as provided in Article 7 if he/she shall have service at least six (6) months; and may likewise return to his/her former classification an employee of a different classification who was transferred to the classification of, and in substitution for the returning employee a the time of the latter's leaving for such service. The Publisher shall upon his/her hiring in writing notify the Guild and any employee so hired or transferred of the name of the absent employee for whom he/she is substituting and of the special status of such substitution.

15.3 It is expressly agreed that all employees of the "Delaware County Daily Times" who entered the military service prior to the date of the signing of this Agreement, are fully covered by this and all other provisions of this Agreement, it being also understood that an employee hired as a replacement for one entering the military service shall likewise be covered by all the provisions of this Agreement. Upon an employee's entering service as hereinabove set forth during the life of this Agreement, his/her rights under this section shall become vested in him/her and shall survive the expiration of this Agreement.

15.4 This Article shall not be construed to waive any present provisions of, or future amendments to Section 8 of the Selective Training And Service Act of 1940, or any future Presidential Order of enactment of Congress requiring service for the United States or any state, or for any employer other than the Publisher, they may grant to any employee a right or privilege not contained in this Article or that may be more favorable to any employee than any provisions herein set forth.

15.5 A conscientious objector, upon release from Federal Service or other duties imposed upon him/her as such, shall be considered as having received his/her honorable discharge.

15.6 An employee who is a member of a state armed service or of a reserve unit of a state or federal armed service, will be granted a leave of absence for each tour of duty therewith and shall be paid by the Publisher the difference between the salary that such employee would have received from the Publisher if the employee had worked during the first two weeks of such leave of absence and the amount received by such employee from said Armed Services for such two weeks. The period of the employee's absence from work due to such tour of duty shall, for purposes of calculating vacation leave and pay, severance pay, experience rating, sick leave and pay, and for all other purposes for which length of service from the Publisher is given consideration, be considered as having been spent in the service of the Publisher.

ARTICLE 16 - OVERNIGHT ASSIGNMENTS

16.1 Whenever the duties of any employee shall require him/her to sleep away from home for one or more nights, said employee shall be granted, in addition to his/her regular salary, for all overtime worked on such assignment, including travel time, compensatory time off at the overtime rate provided for in Article 5 of this contract.

16.2 Said compensatory time shall be scheduled and taken by mutual agreement within thirty (30) days following the completion of the out of town duties or paid for in cash at the overtime rate. Consideration will be given to employees' requests for compensatory time to be granted at a time convenient to the employee outside the thirty day period. Any employee who chooses not to accept such assignments shall notify the Employer on a quarterly basis by January 1, April 1, July 1 and October 1. An employee shall not be penalized for his decision.

16.3 The Employer shall cause a record of all compensatory time to be kept. Copies of such records shall be given to the Guild on request.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 Except as set forth in this Agreement, all statutory and inherent rights, prerogatives and functions to manage the business, to direct and control the business and workforce, to make any decisions affecting the business, and to take actions necessary to carry out its business, are retained and vested exclusively in the Employer, including, but not limited to the following: the right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the methods, procedures, materials, and operations to be used or to discontinue or to modify their use; to determine which programs and contracts to enter; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, its stock or assets; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Publisher agrees that a Bulletin Board shall be available for the posting of Guild notices.

ARTICLE 19 - EXPENSES

19.1 All employees covered by this Agreement shall be reimbursed for all necessary expenses incurred in the course of their duties. The Employer at its sole discretion may eliminate Company-owned vehicles and require employees to use their own vehicles. Employees required to use their own vehicles shall be reimbursed or otherwise compensated as required below.

19.2 (a) Employees who are required by the Employer to use their vehicles for business purposes shall be reimbursed for mileage at the same rate as other employees of The Daily Times. The current rate is $0.46 per mile. An employee who is otherwise authorized to use a privately owned automobile for business purposes and who consents to do so shall be reimbursed for mileage at the same rate as other employees of The Daily Times, plus a daily guarantee of $5.00 for each day on which the automobile is used as authorized. The current rate is $0.46 per mile.

(b) It is further agreed that the Guild shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Employer verifying that the average rate for gasoline in the area has increased, in which case the reimbursement rate of forty-six cents ($.46) per mile shall be increased as set forth below.

When the Guild submits documentation showing that the price of regular unleaded gasoline has reached ten cents ($.10) above the price of such gasoline on the date this Contract is ratified, based on averages for three local Delaware County gasoline retailers selected by the parties, and memorialized by side letter, the Company will automatically increase the prevailing base in 19.2(a) above by one-half cent ($.005) per mile. And for each subsequent ten cent ($.10) increase in the price of a gallon of such gasoline, the rate shall be increased by one-half cent ($.005). The comparison and any subsequent changes to the reimbursement rates will be made quarterly (June 1, September 1, December 1, and March 1).

If the price of such gasoline would decrease, then for each ten cent ($.10) decrease the mileage allowance will be reduced by one-half ($.005) cent per mile, but not below the prevailing base rate in Section 19.2(a). The Employer shall have the option, at its own cost and on its own time, to calculate the average local rate for gasoline and submit written documentation to the Guild demonstrating such decreases.

For purposes of this Section 19.2(b), the documentation referred to may include dated receipts showing the price paid for gasoline at one of the stations referred to above, or dated photographs of signs at the same listing the present prices of gasoline.

19.3 No sooner than thirty (30) days and not later than ninety (90) days following the execution of this Agreement the list of authorized employees referred to in Section (a) above shall be revised and posted without regard to any notice restrictions contained herein. Thereafter, should the Publisher decide to no longer require an employee on the list to regularly use a privately owned automobile in the Publisher's service, notice of this decision shall be given to the employee in writing ninety (90) days prior to date upon which the use of the privately owned automobile shall cease.

19.4 An employee who is required to work overtime for three (3) hours or more on any day shall be entitled to $8.50 meal money.

19.5 Insurance in the amount of $ 100,000 will be provided by the Publisher for any employee who is required in the course of their work to travel by airplane or helicopter on other than a regularly scheduled flight. Such insurance shall be in addition to any other insurance provided for by this contract.

19.6 Effective with the date of signing of this Agreement, the Publisher agrees to the following:

(a) Employees in the Maintenance Department will be provided annually with work uniforms including 5 sets of summer shirts, winter shirts, pants and 1 pair of work shoes or boots. They will also be provided with coats, winter insulated overalls and rain gear which shall be replaced when considered no longer serviceable.

(b) Each Maintenance Department employee will be provided with a locker.

19.7 The publisher will purchase, at its expense, insurance covering the theft or damage to photographic equipment used on the job. Such insurance shall have a $250.00 per occurrence deductible, an occurrence per employee limit of $5,000.00 and an occurrence limit of $10,000.00. The employer will reimburse employees for repairs on equipment used on the job, approved by the employer, subject to an annual limit of $1,500.00.

19.8 Employer Issued Digital Camera Equipment

The Employer has made a substantial investment in electronic camera bodies, lenses and peripheral equipment and accessories. The Employer, at its sole discretion may provide this equipment to The Daily Times employees for business use only.

This equipment, while housed in traditional-looking camera bodies, contains a delicate, high technology computer platform. Its processors and CCD imager require the same care that would apply to any computer.

As with any photographic equipment, the digital body has particular points of wear. Changing lenses is always a key source of potential damage. Lenses should be removed and installed carefully. Care should be taken to prevent foreign objects, including such things as dust and moisture from entering the camera body. Care should be taken when mounting the camera on a tripod.

Extra care should be taken when using digital camera equipment outdoors during inclement weather. The equipment should be bagged when possible and shielded from excessive cold, heat, rain and snow.

It is understood that any Guild jurisdiction employee using the Employer-issued digital camera equipment is obliged to promptly report signs of wear or damage to his/her supervisor.

It is understood that any Guild jurisdiction employee using the Employer-issued digital camera equipment in the field will not leave the equipment unattended and is obliged to exercise due diligence in storing the equipment out of sight when secured in his/her vehicle.

Failing to maintain the standards set forth herein may be “just and sufficient” cause for discipline under Article 7.1 of the Collective Bargaining Agreement between the parties, and subject to the provisions of Article 7.1.

ARTICLE 20 - OUTSIDE WORK

20.1 Employees covered by this Agreement shall be permitted to engage in other activities, provided that such activities shall be outside business hours of the Publisher and that such activities do not consist of services performed in competition with the Publisher’s business.

20.2 No employee shall, without written permission of the Publisher, exploit his/her connection with the Publisher in the course of permitted outside activities.

ARTICLE 21 – NO STRIKE/NO LOCKOUT

21.1 It is mutually agreed that there shall be no strikes, lockouts, sit-downs, sit-ins, slowdowns, sympathy strikes, picketing, stoppage or interruption of work, or direct or indirect interference or disruption of the operations of the Employer during the term of this Agreement. The Guild shall use every reasonable effort to prevent the above actions by any of its members employed by the Employer.

ARTICLE 22 - CHECKOFF

22.1 When so authorized by the individual employee, covered by this Agreement, in writing, the Publisher agrees to deduct weekly from the salary or wages due each employee the amount which the Guild shall by written notice certify to the Publisher as due from such employee on account of dues and/or assessments owing to the Guild by said employee and within ten days thereafter, to transmit said amount or amounts to the Controller of the Guild.

ARTICLE 23 - SERVICE AND EXPERIENCE

23.1 Whenever in this Agreement it is provided that any right or privilege shall depend on years of service for the Publisher, such service shall include all service on the "Chester Times" and "Delaware County Daily Times" irrespective of the identity of the Publisher, and inclusive of any previous Publisher or Publishers, as well as all service with any other radio or newspaper enterprise in which the Publisher or such other Publisher has an interest or owns stock, so long as such service was not interrupted by a dismissal or resignation.

23.2 The publication of the "Delaware County Daily Times" by a subsequent publisher shall be deemed to be a continuation of the employment and services of the employees to whom this Agreement is applicable, with respect to all of the benefits and obligations herein provided.

23.3 The term "experience" as used in this Agreement means experience in comparable work.

ARTICLE 24 - MISCELLANEOUS

24.1 Re-Use and Syndicate Compensation. When the product of an employee's work is used by any enterprise other than the one for which he/she is employed, or other than by affiliated newspapers /publications or enterprises (such as affiliated news or on-line services, etc), the Publisher shall compensate said employee for such use at a rate to be mutually agreed upon between the Publisher and the Guild.

24.2 It is understood that the publication of any other publication issued in combination with the "Delaware County Daily Times" is not intended to be included within the phrase "any enterprise other than the one for which he is employed" contained in 24,1 above.

ARTICLE 25 – 401(k) PENSION PLAN

25.1 For present and future employees in job classifications that were eligible to receive pension plan contributions from the prior publisher of the Delaware County Daily Times, during this Agreement the Employer will make available a defined contribution retirement plan with a 401(k) feature into which eligible Guild employees covered by this Agreement may make elective deferrals. The Employer will contribute 3.0% of the employee's regular, straight-time wages based on a 40 hour week for full time employee and 3.0% of the employee's regular, straight-time wages based on actual hours worked each week for part time employees; and, for employees paid on a partial or full commission basis, 3.0% of the total of the employee's regular, straight-time wages plus variable incentive compensation up to the maximum amount permitted by law. There will be no other Employer contributions, including no Employer match to any elective deferrals made by the employee.

25.2 The Employer will implement its flexible spending account plan to allow employees to set aside pre-tax dollars to pay for deductibles, co-pays and other covered but un-reimbursed medical expenses, subject to the terms and conditions of the applicable flexible spending account plan.

ARTICLE 26- LIFE INSURANCE

26.1 Effective upon the execution of this Agreement, the Publisher shall, at his own cost, purchase a policy of insurance by the terms of which the beneficiary named by, or the estate of every employee shall, upon such employee's death, receive a benefit of at least five thousand ($5,000) dollars or one and one-half times the employee's annual earnings on December 31, immediately preceding the time of his/her death, whichever is greater, and said amount of insurance will be decreased by 50 percent upon the employee's attaining age 65.

26.2 Should the amount of severance pay payable by reason of the death of an employee not exceed the amount of insurance benefits paid to his/her estate or beneficiary under the aforesaid policy, the payment of such insurance benefits shall extinguish the Publisher's obligation to pay severance pay by reason of such employee's death; should the amount of severance pay payable by reason of the death of the employee be greater than the amount of insurance benefits paid to his/her estate or beneficiary under the aforesaid policy, the Publisher shall promptly pay the difference between such insurance benefits and the amount of severance pay to the employee's designated beneficiary.

26.3 Upon the normal or early retirement of any employee, the Publisher shall, at his own cost maintain, in lieu of the policy herein above required, a death benefit feature, as a component of the Pension Plan, upon such person, by the terms of which policy the beneficiary named by, or the estate of, such person shall, upon such person's death, receive a benefit of two thousand ($2,000) dollars.

ARTICLE 27 - EMPLOYEE INTEGRITY AND PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

27.1 An employee's byline or credit line shall not be used over his/her protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to his/her attention, the byline shall be taken off such story by the Editor.

27.2 The Guild and Publisher agree that news stories and feature articles will be represented in accordance with sound journalistic practice without distortion of any facts, without malice, and without creating false impressions. If a question arises as to the accuracy of the printed material, the employee concerned will be consulted prior to any retraction of the material involved.

27.3 (a) The Publisher and the Guild agree that when a requirement for surrender or disclosure of information, notes, documents, films or other materials gathered by the employee in his/her capacity as an employee is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission, or legislative body, such employee shall notify the Publisher or if such requirement is made upon the Publisher, he shall notify the employee and the Guild.

(b) Following such notification, Publisher's counsel will be consulted and if his advice is followed the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against any fines or damages by any final judgment or decision in the action. Pay and other benefits in this section refers only to the employee's pay and other benefits which accrue to him/her by reason of his employment with the Publisher.

27.4 Where there has been a breach of trust by the employee toward the Publisher, the Publisher has no obligation to provide Legal protection to the employee.

ARTICLE 28 - PART TIME EMPLOYEES

28.1 The Publisher shall have the right to hire and/or utilize part-time employees.

28.2 Part-time employees shall be subject to all conditions of this contract. Their wages and benefits shall be computed on a pro-rata basis in proportion to the hours paid for. No part-time employee shall work a shift less than four (4) consecutive hours in a single day.

28.3 Part-time employees will be given first opportunity to work additional hours that may become available in the same job classification before any additional part-time employees are hired provided that the additional hours are scheduled for a period other than the period for which the employee is already scheduled and provided further that the assignment of the additional hours will not result in the payment of premium pay.

28.4 Part-time employees on the payroll at the time a full-time vacancy occurs within the same job classification, who have expressed a desire for full-time employment and are willing and able to work the schedule of the vacant full-time position, will be offered full-time status before any outside applicant is offered the position, provided the part-time employee possesses the skill and experience equal to that of the outside applicant.

ARTICLE 29 - TEMPORARY EMPLOYEES

29.1 (a) Temporary Employees. Temporary employees may be employed in connection with special editions, promotional projects, or in collecting or tabulating election results and in cases of staffing emergencies such as, without limitation to, vacation, illness, injury, or other temporary disability and circumstances beyond the control of the Publisher, and shall be covered by all provisions of the contract, except those contained in Article 6, Article 9, Article 14, Article 15 and the severance provisions of Article 7.

(b) However, those temporary employees who have worked continuously for the Publisher for a period in excess of four (4) months, shall no longer be excluded from coverage of the provisions of Article 9.7.

29.2 The Publisher may employ interns. Interns are defined as undergraduate students or graduate journalism students without any full-time, daily newspaper experience. Interns will be paid 75% of the starting reporter/photographer minimum in Article 3 of this Agreement. Interns returning for a second internship period will be paid at the starting minimum in Article 3.

29.3 Interns will be covered by all Articles of this Agreement except Articles 6, 7, 9, 14, 15, 25 and 26.

29.4 Temporary employees may also be hired to fill any part-time positions enumerated in Article 28 of this Agreement. The Publisher will notify the temporary employee and the Guild, in writing, of the temporary nature of the position.

29.5 Any temporary employee who is retained for six consecutive months or employed for a period of nine (9) months during a twelve (12) month period, except in cases where a temporary employee replaces an employee suffering from a protracted physical or mental disability, shall then be considered an employee of the Publisher to whom all terms of the contract shall be fully applicable.

ARTICLE 30 - SAFETY

30.1 The Employer will make a bona fide effort to keep the plant and equipment in a safe condition at all times, and will provide training as needed for employees required to operate equipment, machines or processes. Such training will be designed to teach employees to understand and use safe work practices. Training will include, but not be limited to the avoidance of repetitive strain injury.

30.2 When the Employer plans to replace a significant portion, including a phased replacement, of its current VDT's or other successor equipment which perform the same function, or introduce new technology, the Employer will consult with the Health and Safety Committee provided for in paragraph (8) below. The Employer will also consult with the Health and Safety Committee if it intends to experiment with new technology. The Employer will consider timely recommendations made by the committee.

30.3 The Employer will continue the present practice of allowing employees to take rest breaks. The Union agrees such practice will not be expanded.

30.4 Effective with the date of signing of this Agreement, the Employer will pay up to $50.00 per year for ophthalmologic examinations for any employee who regularly uses a VDT in the course of his/her work. The payment will be made upon presentation of a bill for the examination directly to the Employer. It is understood that employees covered by this section will not submit the bill for the examination to the prevailing health insurance plan. It is further understood that, in the event an employee desires other ophthalmologic examinations during the year, he/she may submit bills for those examinations to the prevailing health insurance plan.

30.5 The Employer will provide glare resistant screens, upon request, to be affixed to the VDT's. The Employer will provide, upon request, lead aprons to any employee who is pregnant or suspects pregnancy, and who regularly uses a VDT in the performance of her duties.

30.6 The Employer shall provide a one-time test during the first year of this Agreement for radiation emissions on all applicable equipment used in Guild covered departments, and make the results of the test available to the Guild.

30.7 The Employer will continue to provide reasonable accommodations upon employee request designed to alleviate RSI and will consider recommendations by the Health and Safety Committee on alternative equipment designed to alleviate RSI.

30.8 Health and Safety Committee - A health and safety committee consisting of four (4) Guild and four (4) Employer members will be established. The parties may choose to rotate or alternate members of the committee. The committee will normally meet once per month. Any issue raised 24 hours in advance of a scheduled meeting will be placed on the agenda for the meeting. If either party desires to raise an issue not on the agenda, it may do so, however, unless the new issue is of an emergency nature demanding immediate attention, it will be placed on the agenda for the next meeting. The committee may invite additional individuals in order to receive information. Appropriate Employer representatives will promptly review and respond to committee recommendations.

ARTICLE 31 - PERSONNEL FILES

31.1 Discipline (including warning letters) which has been given more than sixteen (16) months previously can be considered in any current discharge or other disciplinary action, including without limitation, in cases involving discipline for harassment or discrimination. In the event of an arbitration, the arbitrator shall be free to determine the weight, if any, to attach to such evidence, consistent with the just and sufficient cause standard set forth in Article 7, section 1.

ARTICLE 32- SEPARABILITY

32.1 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement, which shall remain in full force and effect.

ARTICLE 33- DURATION

33.1 This Agreement, by and between the Employer and the Guild shall be valid and binding only after 21st CMH Acquisition Co. has provided written notice of employment for majority of those unit employees previously employed by The Delaware County Daily Times, such notice to be given no earlier than the closing date of the purchase of substantially all of the assets of the business by 21st CMH Acquisition Co. pursuant to the Asset Purchase Agreement dated December 19, 2012 (the "APA"), and then this Agreement shall only become effective as of the first day 21st CMH Acquisition Co. operates the assets of the business purchased in the APA by the Employer and shall continue in full force and effect until the second anniversary of the first day 21st CMH Acquisition Co. operates the assets purchased in the APA as the Employer.

33.2 Not more that ninety (90) days and not less than sixty (60) days prior to the expiration of this Agreement either party may give to the other notice in writing of a desire to terminate or alter any of the provisions of this Agreement for the period following the expiration date of this Agreement. Within ten (10) days after sending of such notice the parties shall meet for the purpose of negotiating concerning alterations of the contract.

33.3 IN WITNESS WHEREOF, THE DELAWARE COUNTY DAILY TIMES has caused these presents to be signed by its duly authorized officer and its corporate seal to be affixed hereto:

BY: ______________________ Date: 2/26/13
Marc Kramer, Consultant

and the NEWSPAPER GUILD of GREATER PHILADELPHIA has caused these presents to be signed by its duly authorized officer:

BY: Bill Ross Date: 2-27-13
Bill Ross, Executive Director

EXECUTION COPY
2/22/13

Side Letter 1

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

If, on or after, the closing date of the purchase of the assets by 21st CMH Acquisition Co., under the Asset Purchase Agreement dated December 19, 2012 (the "APA"), 21st CMH Acquisition Co., operates the The Daily Times as the employer, the Guild agrees it will not assert any claims on behalf of any employees offered employment by 21st CMH Acquisition Co. for severance, unused accrued vacation, unused accrued sick, personal or paid time off, or any other obligation, contractual or statutory, arising out of the termination of the bargaining unit employees from employment with Journal Register Company on or before the first day 21st CMH Acquisition Co. operates The Daily Times as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Bill Ross

Bill Ross
The Newspaper Guild/CWA of Greater Philadelphia

2-27-13
Date

EXECUTION COPY
2/22/13

Side Letter 2

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

The parties agree to work with each other with the understanding that the Employer requires broad flexibility in implementing "cross sell" arrangements. In addition, but without reducing the Employer's established right to institute and change incentive plans or goals, the Employer will review instances in which an advertising employee's total incentive earnings are impacted because one of the employee's current accounts has become involved in a "cross sell" arrangement and will make adjustments to the incentive plan and/or goals for such employee, as the Publisher determines to be appropriate, considering all the related circumstances.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Bill Ross

Bill Ross
The Newspaper Guild/CWA of Greater Philadelphia

2-27-13
Date

EXECUTION COPY
2/22/13

Side Letter 3

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

For purposes of seniority only, the following individuals will be considered to have been members of the Guild as of their date of hire at The Delaware County Daily Times:

George Barr
Edward McGowan

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Bill Ross

Bill Ross
The Newspaper Guild/CWA of Greater Philadelphia

2-27-13
Date

EXECUTION COPY
2/22/13

Side Letter 4

February 22, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

This letter confirms our understanding that the Employer agrees that during the first year of the initial contract between the Employer and the Guild there shall be no involuntary layoffs of employees represented by the Guild and covered by the initial contract between the parties; provided however that the Employer shall have the ability to involuntarily lay off one full time equivalent covered by this Agreement.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Bill Ross
The Newspaper Guild/CWA of Greater Philadelphia

2-27-13
Date

EXHIBIT A

CONFIDENTIAL SEPARATION AGREEMENT
<u>AND GENERAL RELEASE</u>

This confirms the following understandings and agreements between 21st CMH Acquisition Co., (the "Company") including its parent, divisions, subsidiaries and affiliated entities, and its and their respective successors, assigns, its employee benefits plans and trustees, fiduciaries, and administrators of those plans and any of its present or past employees, officers, directors, agents, attorneys and contractors, and each of their predecessors, successors and assigns (collectively, the "Company Parties"), and the Newspaper Guild of Greater Philadelphia, a Local (#10) chartered by the Newspaper Guild, AFL-CIO, CLC (the "Union") including its parent, divisions, subsidiaries and affiliated entities, and its and their respective successors, assigns, its employee benefits plans and trustees, fiduciaries, and administrators of those plans and any of its present or past employees, officers, directors, agents, attorneys and contractors, and each of their predecessors, successors and assigns (collectively, the "Union Parties") (the Company Parties and the Union Parties, collectively, the "Releasees") and **EMPLOYEE NAME** on his own behalf and on behalf of his heirs, executors, administrators, attorneys, successors and assigns (hereinafter referred to as "Employee" or "you" or "your"). Collectively the Company, the Union, and Employee may be referred to as a "Party" or collectively as "Parties."

1. <u>Payments and Benefits Not Subject to This Agreement</u>

   As the result of your termination you will be entitled to the following payments and benefits that are not subject to this Agreement: (a) all base salary earned as of the Termination Date, payable on the next payroll cycle after your termination; (b) a lump sum payment for any accrued but unused current calendar year's vacation and any vacation days you have accrued towards your next calendar year's vacation earnings, also payable on the next payroll cycle after your termination date; and (c) any vested benefits pursuant to the terms of the applicable Company benefit plans. Except as otherwise specifically set forth in this Agreement, you are not entitled to any additional separation or severance benefits of any kind from the Company whether or not under a plan, program, policy or arrangement.

2. <u>Separation Benefits</u>

   You will receive a separation payment of $**SEVERANCE AMOUNT**, which is subject to payroll taxes and appropriate authorized withholdings. This payment shall be made in a lump sum on the next payroll cycle after the Company receives an executed and non-revoked original of this Agreement. You will remain in the employee group health plan until the end of month during which you were terminated. Thereafter, you will be entitled to apply for continuation health benefits under COBRA. You will be required to pay the full cost of COBRA premiums. You will receive a COBRA notice under separate cover.

3. Adequate Consideration

You agree that the severance pay and benefits described above represent adequate consideration for the release contained in this Agreement.

4. General Release

For and in consideration of the payments described in Section 2 above, and other good and valuable consideration, you, on your own behalf and on behalf of your heirs, administrators, executors, and assigns, intending to be legally bound, fully and forever release, remise and discharge the Releasees, from any and all claims, which, as of the date of this Agreement you had, may have had, or now have against the Releasees, whether known or unknown, for or by reason of any matter, cause or thing whatsoever, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of implied or express contract, or quasi contract, breach of promise, estoppel, wrongful termination, unjust dismissal, constructive discharge, violation of public policy, common law claims, including but not limited to, misrepresentation, fraud, intentional or negligent infliction of emotional distress, negligence, intentional harm, torts, defamation, libel or slander, or under any federal, state or local law dealing with discrimination, harassment and/or retaliation based on age, race, color, sex, sexual orientation, national origin, citizenship status, ancestry, religion, marital status, pregnancy, disability, medical condition or such laws relating to wages or the employer/employee relationship. This release of claims includes, but is not limited to, all claims arising under the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Medical Leave Act, the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act of 1990, the Worker Adjustment and Retraining Notification Act of 1988, the Sarbanes-Oxley Act of 2002, the Pennsylvania Human Relations Act, the Pennsylvania Equal Pay Act, the Pennsylvania Wage Payment and Collection Law, the Worker and Community Right to Know Act, the Pennsylvania Whistleblower Law (all as amended, if applicable), and all other federal, state and local labor, employment, compensation and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees. In addition, this release of claims includes all claims for the payment of wages, moneys owed, severance, vacation pay, disability payments, benefit contributions or matching payments, stock options, stock awards, vacation pay, bonuses or claims for attorneys' fees, costs or expenses not otherwise provided in this Agreement.

5. Exclusions From General Release

Excluded from the General Release above are: (a) any claims or rights which cannot be waived by law, including but not limited to, your right to challenge the legal validity of this Agreement under the ADEA, as amended; (b) all rights to enforce the terms of this Agreement; (c) any vested right under or in any employee benefit plans; and (d) your right to participate in an administrative agency investigation, however, you are waiving your personal right to recover any money in connection with such investigation, charge or litigation as well as any right to recover money in connection with a investigation, charge or litigation filed by any other individual or by an administrative agency, including any right you may have for attorneys' fees and costs.

6. Return of Company Property

You represent that no later than the Termination Date you will return to the Company all Company property, including without limitation, mailing lists, reports, files, memoranda, records, computer hardware, software, credit cards, telephones, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which you received or prepared or helped prepare in connection with your employment with the Company and that you will not retain any copies, duplicates, reproductions or excerpts thereof; provided, however, you main retain any information in the public domain, including, without limitations, clips. You expressly promise to promptly reconcile any outstanding business expenses in accordance with Company policy.

7. Non-Disparagement

You agree that you have not, and for a period of two calendar years following your termination date will not, in any way disparage the Company, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of the Company.

8. Severability

In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

9. Non-Admission

By entering into this Agreement, the Company and the Union do not admit and specifically deny any wrongdoing or any liability or violation of any federal, state, or local law or ordinance, or any right or obligation that they may owe or may have owed you.

10. Governing Law

The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of the State of Pennsylvania, without regard to principles of conflict of law.

11. Entire Agreement

The terms contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto whether written or oral with the exception of any agreements concerning confidentiality or trade secrets all of which agreements shall remain in full force and effect, and are hereby confirmed and ratified. You represent that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both Parties.

12. Consideration/Revocation Periods

(a) You understand that you have up to forty-five (45) calendar days from the original date of presentment of this Agreement (the "Consideration Period) to consider whether or not to execute this Agreement, although you may voluntarily elect to sign it sooner. You are hereby advised to have this Agreement reviewed by legal counsel of your choice;

(b) You further understand that you have a period of seven (7) calendar days after you have signed the Agreement in which to revoke this Agreement ("Revocation Period"). In order to revoke this Agreement you must provide written notice within the Revocation Period to the General Counsel of 21st CMH Acquisition Co., 790 Township Line Road, Yardley, PA. 19067, of your decision to revoke. This Agreement shall only become effective after the close of the Revocation Period (the "Effective Date);

(c) You acknowledge that at the commencement of this forty-five (45) calendar day period, you were provided with information concerning the class, unit, or group of individuals covered by this termination program, any eligibility factors for such program, and any time limits applicable to such program, as well as the job titles and ages of all individuals in the decisional units eligible or selected for the program, and the job titles and ages of all individuals in the affected decisional units who are not eligible or selected for the program. Further, you understand and agree that your failure to execute or your revocation of the Agreement during the Revocation Period will relieve the Company from providing any benefits promised in this Agreement other than those required by law; and

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. General

In executing this Agreement you acknowledge that: (a) you are knowingly and voluntarily entering into this Agreement, and have not been wrongfully pressured or coerced into doing so; (b) you have carefully read and fully understand all of the provisions of this Agreement and have had an adequate time to consider its terms; (c) you are through this Agreement, releasing the Releasees from any and all claims, known or unknown, that you or your heirs may have against the Releasees, except as otherwise provided; (d) you knowingly agree to all of the terms set forth in this Agreement, and intend to be legally bound by the same; and (e) you have received consideration for entering into this Agreement beyond that which you would otherwise be legally entitled to receive at this time.

Date of original presentment:

Date of termination:

_______________________________ Date:______________

Employee's Signature

_______________________________ Date:______________

Corporate Company Representative Signature

_______________________________ Date:______________

Union Representative Signature

ADEA Disclosure Attached

Side Letter No. 5

April 9, 2013

Bill Ross
Executive Director
The Newspaper Guild/CWA of Greater Philadelphia
TNG-CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Mr. Ross:

This letter confirms that the first day 21st CMH Acquisition Co. operated the assets of the business purchased in the December 19, 2012 Asset Purchase Agreement as the employer was April 5, 2013. The second anniversary of that date, on which this collective bargaining agreement shall expire in accordance with its terms, will be April 5, 2015.

Sincerely,

/s/ Marc Kramer

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Bill Ross

Bill Ross
The Newspaper Guild/CWA of Greater Philadelphia

4-9-2013

Date