

AGREEMENT

between

**21st Century Media LLC d/b/a Macomb Daily
and The Daily Tribune *and*
The Newspaper Guild of Detroit Local 34022**

July 31, 2016

Through

July 31, 2019

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AGREEMENT

between

21st Century Media LLC d/b/a Macomb Daily and The Daily Tribune and The Newspaper Guild of Detroit Local 34022

This Agreement, by and between 21st Century Media LLC d/b/a Macomb Daily and The Daily Tribune, publisher of The Macomb Daily and The Daily Tribune (hereinafter referred to as the "Employer" or the "Publisher"), and the NEWSPAPER GUILD OF DETROIT, LOCAL 34022, a Local chartered by The Newspaper Guild/CWA, (hereinafter known as the "Guild" or the "Union"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement.

I. COVERAGE

1. This Agreement covers all non-mechanical employees, including all employees on the editorial staff, the advertising staff, business office employees, inside circulation employees, photographers, inside sales employees, and janitors employed by the Publisher except as provided in Section 2 of this article, that are employed at 19176 Hall Rd, Ste. 200, Clinton Township, Michigan 48038. Inclusion of the physical address of the work locations is not intended to affect the work jurisdiction of the bargaining unit.

Wherever in this Agreement employees or jobs are referred to in the masculine gender, the parties understand such reference pertains equally to male and female employees.

Composing room work may be assigned to be performed by employees covered by this Agreement.

2. The following are excluded from this Agreement: All supervisory employees as defined by Section 2(11) of the National Labor Relations Act, as well as confidential employees. Employees in these positions excluded may continue to perform the kind of work performed in the past by such employees.

3. 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 asked 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. Advertising sales people may be asked 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 this Agreement shall be construed as restricting such assignments. When the Employer requires employees to perform duties not historically performed by the members of the unit, the Employer will offer employees reasonable training.

4. The Employer shall have the right to enter cross-selling arrangements with other companies. If the Employer enters a cross-selling arrangement with another company, Guild employees shall have the right to sell advertising of any kind into those publications and receive commissions for those sales pursuant to the terms of their commission plan. Employees of the contracting companies shall have the right to sell advertising of any kind into any 21st CMH Acquisition Co. publication and Guild employees shall not be entitled to commission for advertising sold by the employees of those companies. The Employer shall provide the Union with reasonable notice of entering and dissolving any cross-selling arrangements with other companies. In all cross-selling arrangements 21st CMH Acquisition Co. will be solely responsible for supervising and compensating Guild employees.

The above includes but is not limited to any centralized call center.

Display advertising sales employees will retain current accounts, unless the account hasn't placed advertising with the publication for more than ninety (90) days. For seasonal accounts the off season period will not be considered.

II. DUES DEDUCTION

1. Upon any employee's voluntary written assignment, the Publisher shall deduct weekly from the earnings of such employee and pay to the Guild not later than the 15th day of each month all Guild membership dues. Such monthly membership dues shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished the Publisher by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment, but may be revoked at any time.
2. There shall be no dismissal, discipline, harassment of or other discrimination against any employee because of his or her membership or activity in the Guild.
3. The dues deduction assignment shall be made upon the following form:

GUILD "CHECKOFF" AUTHORIZATION

I understand that, by agreement with the Newspaper Guild of Detroit, you perform for your employees the service of paying their Guild dues by payroll deduction. I wish to take advantage of this convenience, at no extra cost to me.

I hereby authorize and request you to check off and deduct such amounts during the month for which such dues are levied and the Guild so notifies you, from any salary then standing to my credit as your employee, and to remit the amount deducted to the Newspaper Guild of Detroit.

I hereby assign to the Newspaper Guild of Detroit, from my salary earned or to be earned by me as your employee, an amount equal to all membership dues lawfully levied against me by the Guild for each calendar month following the date of this assignment as certified by the Treasurer of the Newspaper Guild of Detroit.

This assignment and authorization shall remain in effect until revoked by me. I further agree and direct that this assignment and authorization shall be continued automatically, unless written notice of its revocation is given by me to yourself and to the Guild by registered mail not less than fifteen (15) days prior to the next scheduled monthly dues deduction. Such notice of revocation shall become effective for the next scheduled dues deduction after you receive it. This assignment and authorization supersedes all previous assignments and authorizations heretofore given to you by me in relation to my Guild membership dues.

Employee's Signature.

III. INFORMATION

1. The Publisher shall notify the Guild monthly in writing of:
 - (a) All merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.
 - (b) Step-up increases paid by name of the employee, individual amount, resulting new salary, and effective date.
 - (c) Changes in classification, any salary changes by reason thereof, and effective date,
 - (d) The following information for new employees:
 - (1) Name, address, date of birth, and sex.
 - (2) Date of hiring.
 - (3) Classification.
 - (4) Experience rating and experience anniversary date.
 - (5) Salary, including the most current formula for any commission or bonus arrangements, or other forms of compensation.
 - (e) Resignations, retirements, deaths and any other revisions in the data listed above, and effective date.
 - (f) Social security numbers will be provided upon request to the Guild as necessary for the administration of benefits such as pensions or retiree insurance and for fulfilling representational responsibilities.

2. The Publisher will provide the Guild with a written notice containing the name, last known address, and date of termination of an employee whose employment with the Publisher is terminated for any reason, said notice to be sent to the Guild office at the time notice of termination is delivered to the payroll department.

3. The Publisher will furnish in writing to a covered employee and simultaneously to the Guild a copy of any commendation or incident of unsatisfactory performance of work or omission in performance of work which may serve as a basis for future disciplinary action. Should any comment or notation, as defined above, which the employee and/or the Guild deem to be adverse be placed in an employee's personnel file, the employee and/or the Guild shall have the right to place in such file a response.

IV. GRIEVANCE PROCEDURE

1. The Guild may take up with the Publisher or his authorized agent any matter arising from the application of this Agreement or affecting the relations of employee and Publisher.

2. The Publisher agrees to meet with the Guild within five (5) working days after request for meeting. Efforts to adjust grievances shall be made on company time.

3. Any grievance involving the interpretation, application, administration or alleged violation of this Agreement not satisfactorily settled in the above described meetings may be submitted by the Guild to final and binding arbitration; provided however, that any such grievance shall be put in writing, signed by an authorized representative of the Guild, and submitted to the designated agent of the Publisher within forty five (45) work days after the act or event which is the subject of the grievance, or, if later, within forty five (45) work days after the Guild learns of such act or event or reasonably could have known of its occurrence. The grievance shall set forth the circumstances clearly and in detail, and shall specify the contract section or sections claimed to have been violated. The Publisher will meet with the Guild committee (plus one non-employee representative if the committee so desires) within five (5) work days after the written grievance is submitted, and will give the Guild a written answer within fourteen (14) work days (within five (5) work days in discharge cases) after the date of such meeting.

4. If such written answer does not satisfactorily resolve the grievance, the Guild may appeal the grievance to arbitration by mailing a written demand for arbitration to the Publisher within twenty (20) work days from the Guild's receipt of the Publisher's written answer. The arbitrator to decide a grievance appealed to

arbitration will be selected by the process of elimination from a panel of three (3) arbitrators selected by mutual agreement prior to the signing of the agreement. The first party to strike a name from the panel will be selected by lot. The other party shall then strike a name, and the arbitrator whose name remains shall decide the case.

5. Upon mutual agreement, the parties will consider such steps as may be appropriate to expedite the arbitration on a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance of hearing, requesting bench decisions or taking such other steps as they may find acceptable for the grievance in question.

6. The arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on the Publisher, the Guild, and any employee or employees involved. The Arbitrator shall not have power to alter, amend, modify, add to or subtract from any provisions of this Agreement. The fees and expenses of the Arbitrator shall be borne equally by the Publisher and the Guild, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Failure of a party to agree to share the costs of such transcript record, shall be determined a waiver of such party's right of access to the record. Each party shall bear its own expenses for other items such as attorney fees and witnesses.

7. A grievance described in Section 3 above shall be barred if not submitted within the limit specified in said Section 3 or if arbitration is not demanded in the manner and within the time limit specified in said Section 4. Time limits may be extended by mutual agreement in writing.

8. Any back pay award made by the Arbitrator shall provide for deduction of any and all amounts received by the employee during the period in question from other employment or self-employment (except other employment or self-employment in which the employee was engaged while employed by the Publisher), from unemployment compensation, or from workers' compensation. The Arbitrator shall have discretion to disregard this clause in any case where he concludes that the Publisher acted arbitrarily or capriciously.

V. JOB SECURITY

1. There shall be no dismissals as a result of the execution of this Agreement.

2. No seniority employee shall be dismissed except for just and sufficient cause. This section does not apply to dismissals to reduce the force.

3. Each new employee shall be in a probationary status until he has completed three (3) months of continuous employment as either a full-time or regular part-time employee, during which period he may be discharged at the will of the Publisher. Absence from all of the employee's scheduled working hours during a full week will extend the probationary period by one week. Upon completion of the probationary period, the employee's seniority date will become his first day of work. Employees with the same seniority date will be ranked in order of their Social Security numbers (lowest Social Security number has higher seniority). A given employee's probationary period may be extended by written mutual agreement between the Publisher and the Guild.

4. Upon the effective date of this Agreement, Union bargaining unit employees shall be credited with seniority previously accrued as employees of any previous publisher of The Macomb Daily or The Daily Tribune for all purposes where seniority must be considered under this Agreement.

5. Dismissals to reduce the force, if any, shall start with the least senior employee in point of service in the classification or classifications in which reduction in force is made.

6. The Publisher shall fill all vacancies with persons on the layoff list who are qualified for the classification in which a vacancy occurs in the order of length of service. A person rehired from the rehiring list shall be paid the contract rate for the classification into which he is rehired, plus any merit differential above the rate enjoyed in that classification when placed on the list.

7. Employment shall be deemed continuous unless terminated by (a) dismissal (except dismissal to reduce the force), (b) resignation, (c) refusal to accept an offer to rehire into the classification in which an employee worked when he was dismissed to reduce the force, (d) failure to be recalled, after having been dismissed in a reduction in force, for a period in excess of one year after such dismissal or a period equal to the employee's seniority at the time of such dismissal, whichever is greater.

8. In case of any dismissal of a seniority employee (including dismissals to reduce the force) the Publisher shall give the employee and the Guild two (2) weeks' notice of its intention in writing, or in lieu of such notice, two (2) weeks' pay in addition to any salary due. If any severance pay is provided for elsewhere in the Agreement, any such pay in lieu of notice shall be in addition to such severance pay.

9. The Publisher agrees to make a reasonable effort to use attrition and normal turnover for any reduction in force.

10. When the volume of work in the inside classified department requires a temporary reduction in the force, the following shall prevail:

- (a) Temporary employees and part-time employees (according to seniority) shall be laid off first.
- (b) The least senior full-time employees will be offered part-time status in lieu of temporary layoff.
- (c) A full-time employee who elects to accept lay off rather than part-time hours shall be entitled to recall to full-time employment in his/her classification according to seniority. Article VI shall not apply until the employee has completed four (4) months of temporary layoff, and the four (4) months will not be applied as service with the Publisher in computing the severance pay.
- (d) A full-time employee who elects to work part-time hours rather than accept lay off shall:
 - (1) According to his/her seniority, be given the opportunity each week to maximize their hours.
 - (2) Retain fully paid medical benefits. All other benefits shall be provided as outlined in the Agreement.

11. Employees will receive credit for service with any prior publisher of The Macomb Daily or The Daily Tribune.

12. Outsourcing.

The Employer shall have the right to subcontract or transfer work covered by this Agreement which is described as editorial and advertising page production, *i.e.*, page design, layout, pagination/make-up and copy editing, to any other operating unit or Employer (owned by Employer or its parent) or to an unrelated third party provided that the total loss of work as a result of this shall not be more than 3 FTEs. Employees who lose their position as a result of outsourcing shall have the right to apply for positions at the closest hub.

Employer shall have the right to subcontract or transfer/classified, inbound and/or outbound telemarketing provided that the total loss of work as a result of this shall not be more than 6 FTEs.

The parties will meet to negotiate over the effects of the decision to subcontract or transfer work but in no event will the failure to reach an agreement over the effects in any way delay the implementation of the subcontracting or transfer of work.

For anyone laid off because of outsourcing as referred to in this Section, the Company will enhance the current severance formula by a minimum of two additional weeks, and the parties will negotiate a medical lump sum payment for employees on a Company medical plan at the time of an outsourcing event. The parties' agreement on these terms will be set forth in a separate Memorandum of Understanding.

The Employer shall provide 30 days' notice before any outsourcing.

For any employee whose work is eliminated as a result of outsourcing as negotiated in this agreement only, the Employer shall offer him or her employment in any open position for which they are qualified in the Employer's sole discretion, and such determination shall not be arbitrary. The employees may choose to accept the position or take severance pay as set forth herein.

In the event that any outsourced work returns to the Employer that out sourced it, the Guild will have representations rights regarding those employees who will perform such work. The Guild retains jurisdiction over any remaining work that is not outsourced.

No editorial outsourcing shall occur on or before December 31, 2016.

VI. SEVERANCE PAY

1. Upon dismissal (including dismissal to reduce the force) of an employee (except for gross breach of duty), such employee shall be paid one (1) week's pay for each six (6) months of seniority or major fraction thereof, with a maximum of eighteen (18) weeks' pay, provided, however, the employee executes and does not revoke the Employer's standard release of claims, an example of which is attached hereto as Appendix A. Any employee dismissed in a reduction of force who is later recalled, and any discharged employee who is later reinstated, shall either repay the full amount of any severance pay received or shall, for purposes of any subsequent severance pay, assume the date of recall or reinstatement as a new seniority date.

2. Severance pay shall be computed at the highest weekly salary (exclusive of overtime, bonuses, commissions, and payment for special work) received during the twenty-six (26) weeks previous to dismissal or layoff.

3. From the dismissal pay, the Publisher may deduct any levy or tax to which the employee is subject under federal, state or local law.

4. Employees will receive credit for service with any prior publisher of The Macomb Daily or The Daily Tribune.

VII. 401(K) PLAN AND INSURANCE

1. 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% of the employee's regular, straight-time wages based on a 40 hour week for full time employees, and 3% 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.

2. The Publisher will pay the full amount of the premiums on the plan for life insurance (\$35,000) for regular full-time employees and part-time employees who work more than twenty-eight (28) hours per week on a regular basis and the plan for long term disability benefits for regular full-time employees after the first thirty-six (36) months of coverage, during which employees shall pay the full amount of the premiums.

3. The Employer agrees to offer all situation holders and priority substitutes coverage under the NEHP Medical Plan for the duration of calendar year 2013. Employee contributions will be 20% of the monthly premiums.

The Employer agrees to offer all situation holders and priority substitutes coverage under the Employer's IBE EPO and IBP PPO Plans effective January 1, 2014. Employee contributions will be 20% of the monthly premiums.

The Employer agrees to offer all situation holders and priority substitutes the MetLife Dental A Plan for the duration of this Agreement. Employee contributions will be 20% of the monthly premiums.

Eligibility for regular full-time employees will commence on the first of the month following the completion of three (3) calendar months of employment.

Employer may re-open agreement on health insurance as necessary to comply with the Affordable Care Act.

The parties will develop a Joint Labor Management Committee that will meet at least quarterly to provide a forum for continuing communication regarding the effects of the Affordable Care Act and the insurance coverage offered to employees covered by this Agreement.

When a regular full-time employee is incapacitated and receiving sickness or accident benefits under Article XII, Section 4 below, the Employer will continue payment of premiums for hospitalization and life insurance for the duration of the incapacity, but not exceeding fifty-two (52) weeks. At the end of this time, if the incapacity continues, the employee will no longer receive monetary benefits for sickness or accident, nor will he/she accrue vacation credits or be eligible for holiday and sick and personal days. However, the employee may at his/her option continue hospitalization and life insurance coverage pursuant to COBRA.

4. During the term of this Agreement the Guild may exercise its option to divert a portion of the Wage Scales to the purchase of hospitalization coverage for retirees. The Guild shall notify the Publisher, in writing, at least sixty (60) days prior to the effective date of such diversion.

5. Medical coverage as outlined above for present and future retirees and their spouses shall be made available to them at group rates, subject to rules and regulations of the carrier. Those eligible for Medicare Parts A and B, coverage will be coordinated with Medicare.

6. Commencement and duration of coverage and amount and nature of benefits shall be as set forth as in the master insurance contract and the carrier's rules and regulations.

VIII. TRANSFERS AND PROMOTIONS

1. Notice of all regular vacancies in the Guild's bargaining unit will be given to the Guild for posting. Any employee who desires to fill any vacancy shall submit a written application within ten (10) calendar days of such posting. Employee applications will be given equal consideration.

An employee applicant selected for tryout shall be given a trial period of not more than three (3) months. At any time during this trial period or at the conclusion thereof, he may be returned to his former job at either his or the Publisher's option, and thereafter shall receive pay in his former job as though he had never attempted to try out. During the trial period the employee shall receive the pay for that job as indicated on the wage scale for that job for his years of experience in the new position.

If the employee has not been returned to his former position at his or the Publisher's option at or before the conclusion of the trial period, he shall be confirmed in the new position. At that time, his former position shall be posted in accordance with the foregoing provisions.

It is understood that during any applicant's trial period in a higher paying position, the applicant's former position, and any other positions involved in the temporary realignment, may be filled by temporary transfer.

IX. HOURS AND OVERTIME

1. The normal work week for full-time employees consists of five (5) consecutive days of eight (8) hours each (exclusive of lunch periods) for a total of forty (40) hours; except for display outside advertising and classified outside advertising sales.

The Employer shall post a work schedule seven (7) days prior to its implementation. The parties agree that the work schedule may be modified for business reasons after the posting.

2. Hours worked over forty (40) hours in any calendar week (measured from midnight Sunday until midnight on the following Sunday) will be paid for at time and one-half (1-1/2) the employee's regular rate, except for exempt outside salespeople under applicable law. Daily overtime will not be paid. Holiday hours paid will count as "hours worked" to meet the 40-hour requirement. The credit for holiday hours paid will be the number of hours paid without any pyramiding of hours due to overtime pay or premium pay. No other paid benefit time will count as "hours worked."

3. There will be no split shifts.

4. All overtime will be assigned by the Department Head. All overtime must be approved in advance by the Department Head.

5. Employees will not be called in to work on their regular days off for less than 4 hours.

6. For the duration of this Agreement, employees shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Employees may leave the building during these breaks.

X. HOLIDAYS

1. The following days (or days observed as such) are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, if employed before September 1 of any calendar year, an employee will receive two discretionary holidays per calendar year, to be scheduled in advance with mutual agreement between the employee and his/her supervisor. Such discretionary holidays must be taken in full day increments and cannot be carried over year to year.

2. Regular full-time employees who are normally scheduled to work on the holiday but who do not work shall receive their regular pay.

3. Regular full-time employees who are normally scheduled to work on the holiday and who do work shall receive their regular pay and in addition shall be paid at one and one-half (1-1/2) times their regular pay for all hours worked.

4. Regular full-time employees who are not normally scheduled to work and do not work shall receive, at the Publisher's option, either a day off with pay within one (1) week before or after the holiday or a regular day's pay.

5. In order to be eligible for holiday pay, a regular full-time employee must have worked his or her regularly scheduled hours the workday before and the workday after the holiday, unless excused by management.

XI. VACATIONS

1. Regular full-time employees who have at least one (1) year but less than five (5) years seniority on December 31 of any year shall be entitled to three (3) weeks vacation with pay in the ensuing calendar year. Employees with five (5) years or more seniority, on December 31 of any year, shall be entitled to four (4) weeks vacation with pay in the ensuing calendar year.

2. Regular full-time employees who have less than one (1) year of seniority on December 31 of a calendar year shall be entitled to paid vacation in the ensuing calendar year equivalent to one-sixteenth (1/16) of wages earned in the preceding calendar year, but not exceeding 120 hour's pay.
3. Regularly scheduled part-time employees (employees working 28 or less hours on a month to month basis) with at least one (1) year but less than five (5) years seniority who work 70% of the regular work week shall be entitled to paid vacation in the calendar year following each December 31 equivalent to one-sixteenth (1/16) of wages earned in the preceding calendar year.
4. Regularly scheduled part-time employees as specified in Section 3 above with five (5) or more years seniority who work 70% of the regular work week shall be entitled to paid vacation in the calendar year following each December 31 equivalent to one-eleventh (1/11) of wages earned in the preceding calendar year.
5. Vacation time must be taken. There will be no pay in lieu of vacation, and no carrying forward of vacation time from one year to the next, except by mutual agreement.
6. Scheduling of vacation time will be governed by employee preference and length of seniority. The Publisher will post vacation schedules on January 1 of each year. Employees will indicate their preference of dates on a tentative basis by January 31. Employees will then have the right to exercise seniority through their supervisors to amend the schedule until March 15. Thereafter, nothing shall prevent employees from changing dates by mutual agreement among themselves, or changing to an open date, subject in all cases to the Publisher's right to maintain efficient operations and approval by the Employer.
7. An employee will be entitled to an additional day off with pay in the event a paid holiday falls within his scheduled vacation period.
8. One week of an employee's vacation may be taken in increments of one day at a time provided:
 - (a) It is prescheduled at least one (1) week in advance, or by mutual agreement between the Employer and the employee.
 - (b) It is approved by the appropriate supervisor in writing.
 - (c) It is not used as a sick or personal day.
 - (d) It otherwise complies with all contractual limitations on vacation including number of employees allowed off at one time.
 - (e) In the scheduling of vacations, full weeks of vacation will take precedence over partial weeks of vacation. In any week in which maximum allowable number of employees are scheduled to be off, an employee will not be permitted to take an individual vacation day without the express consent of the Employer.
9. Employees will receive credit for service with any prior publisher of The Macomb Daily or The Daily Tribune.

XII. SICK AND PERSONAL LEAVE

1. Regular full-time employees are allowed up to eight (8) sick and personal days per calendar year, which may be used for lost work time due to illness or valid personal reasons. These sick and personal days are earned at the rate of two (2) days for each three (3) months of employment in each calendar year, up to the eight (8) day maximum.
2. Said days may not be taken more than one (1) day at a time, may not be used in conjunction with vacations, and they must be arranged for in advance with the employee's supervisor, except in the case of illness or emergency. In illness or emergency cases, the supervisor must be notified as soon as possible. If more employees in a department request personal days on a given day than can be spared in view of the needs of the office, seniority will govern.

3. Unused sick and personal days (up to the maximum total of eight (8) for each calendar year of active employment) may be accumulated and carried forward from year to year, but only for use in conjunction with an extended illness which qualifies for extended illness benefits under the provisions of Section 4 below. Any banked sick or personal days shall be applied to bridge the week preceding the commencement of disability pay where such coverage is delayed until the eighth (8th) day. In such cases (that is, where an employee is receiving 60% of base salary under Section 4 below and has accumulated sick or personal days to his or her credit), the employee will be paid full salary rather than 60% salary for such period as the accumulated sick or personal days will allow, with 3.2 hours per day of the accumulated bank being canceled for each day that payment of full salary continues. After exhaustion of the accumulated bank in this manner, payment of 60% salary will continue for the balance of the period specified in Section 4.

Unused and accumulated sick or personal days may be used only as provided in the preceding paragraph. No payment for unused days shall be made if the employee dies, quits, is discharged, or leaves the active employ of the Publisher for any other reason.

Upon written request by the employee, the employee will be given a printed report with the total number of accrued sick and personal days, within a reasonable period of time.

4. In case of extended illness of a regular full-time employee (except any case of illness or accident covered by worker's compensation insurance), the Publisher will continue salary payments for a maximum of twenty-six (26) weeks at a rate equal to 60% of the employee's salary in the week immediately prior to the illness. These payments will begin on the eighth (8th) calendar day in cases of illness and on the first calendar day in cases of injury or hospitalized illness. 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.

Pregnancy shall be covered by Section 4 above.

5. Employees will receive credit for service with any prior publisher of The Macomb Daily or The Daily Tribune.

XIII. LEAVES OF ABSENCE

1. Upon written request the Publisher may grant employees leaves of absence when in the Publisher's opinion good and sufficient cause exists. Any employee on a non-Family and Medical leave of absence is responsible for paying 100% of all medical and other insurance premiums if leave extends beyond a calendar month.

2. If an employee is elected or appointed to any full-time position in The Newspaper Guild or AFL-CIO, or local of The Newspaper Guild, or any organization with which The Newspaper Guild is affiliated, such employee, upon his request, shall be given a leave of absence, and shall be reinstated in the same or a comparable position upon the expiration of such leave; provided, however, that (a) written request for such leave must be made at least two (2) weeks in advance, (b) no such leave shall extend beyond three (3) years, and (c) not more than one (1) such leave shall be in effect at any one time.

3. Leaves of absence upon request shall be granted to employees elected or appointed delegates to conventions of The Newspaper Guild, AFL-CIO or any organization with which The Newspaper Guild is affiliated, and to delegates to meetings called by The Newspaper Guild, or by any branch thereof or by any organization with which The Newspaper Guild is affiliated; provided, however, that (a) written request for such leave must be made at least one (1) week in advance, and (b) not more than two (2) such leaves (which must be from different departments) shall be in effect at one time.

4. The Employer will comply with the terms and provisions of the Family Medical Leave Act.

5. Employees of five (5) years or more of service (including service under any prior publisher of The Macomb Daily or The Daily Tribune) shall, upon request, be granted unpaid leaves of absence of up to one (1) year in duration to accept grants, fellowships or scholarships for professional development study in the newspaper field. An employee on such leave may return to work for the Employer, if qualified, in whatever position may be available upon expiration of such leave.

XIV. MILITARY SERVICE

Military leave will be granted in accordance under the provisions of the applicable law.

XV. PART-TIME AND TEMPORARY EMPLOYEES

1. All regular full-time employees and part-time employees who work more than twenty-eight (28) hours per week on a regular basis are entitled to all fringe benefits provided in this Agreement, subject to the rules and regulations of the carrier. Provided, however, regularly scheduled part-time employees may be scheduled to work more than twenty-eight (28) hours a week for not more than three (3) months or ninety (90) days at a time, whichever is greater, and shall be entitled to holiday pay and will accrue vacation. Each part-time employee would be limited to one (1) such schedule per calendar year.

2. Regularly scheduled part-time employees who work less than the hours referred to in Section 1 above are not entitled to any of the fringe benefits provided in the Agreement, except that they will receive vacation and vacation pay as specified in Article XI of this Agreement.

3. Temporary circulation, telephone solicitors and circulation crew leaders (those employed full-time or part-time for not more than three (3) months at a time) are not covered by this Agreement.

4. Other temporary employees (those employed full-time or part-time in other categories for not more than three (3) months or ninety (90) days at a time, whichever is greater) (except in the case of a temporary replacement for an employee on extended disability leave, or extended leave of absence, in which case the temporary assignment may last an additional three (3) month maximum without payment of benefits) are covered by this Agreement and will be paid at the minimum salary of wage rates specified herein, but are not entitled to any of the fringe benefits provided in this Agreement.

5. Co-op students are not covered by this Agreement.

6. The Employer may hire editorial and advertising interns.

XVI. WAGE SCALES

There will be a 3% across-the-board wage increase effective July 31, 2016.

There will be reopeners for wages only on February 4, 2017 and February 4, 2018, with any change in pay and effective date to be bargained jointly as in 2016.

The minimum wage scales during the life of this Agreement shall be as follows; provided, however, that the Employer reserves the right to modify the compensation structure set forth herein, including without limitation the amounts set forth below, of an advertising or salesperson, including without limitation outside salespersons, to adequately align incentives as determined in the sole discretion of the Employer; further 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.

GROUP 1

Classifications included: Clerks

Experience Level	
Start	\$ 11.1527
6 Mos	\$ 11.3637
1 Year	\$ 11.7556
2 Years	\$ 12.6596

GROUP 2

Classifications included: Advertising Support Specialists; Graphic Artist A

Experience Level	
Start	\$ 11.6350
6 Mos	\$ 12.5691
1 Year	\$ 13.1118
2 Years	\$ 13.9257

GROUP 3

Classification included: Circulation Clerks

Experience Level	
Start	\$ 11.1527
6 Mos	11.7254
1 Year	\$ 12.6596

GROUP 4

Classifications included: Dispatcher

Experience Level	
Start	\$ 14.9200
6 Mos	\$ 16.2766
1 Year	\$ 18.3868

\$

GROUP 5

Classifications included: Associate Editor; Editor, Online News, Visual Editor

Experience Level	
	\$ 21.1597

GROUP 6

Classifications included: Multi Media Reporter

Experience Level	
Start	\$ 14,4682
1 Year	\$ 15,3724
2 Years	\$ 16,8190
3 Years	\$ 18,3264
4 Years	\$ 19,4119
5 Years	\$ 20,4362

GROUP 7

Classification included: Maintenance

Experience Level	
Start	\$ 11,3637
6 Mos	\$ 12,1472
1 Year	\$ 12,9906

GROUP 8

Classification included: Editorial Assistant (75% of start rate for Group 7)

Experience Level	
	\$ 10,8513

GROUP 9

Classifications included: Classified Sales Associate; Inside Sales Associate

Experience Level	
Start	\$ 10,9975
6 Mos	\$ 11,8807
1 Year	\$ 12,3931
2 Years	\$ 13,1625

GROUP 10

Classifications included: Multimedia Account Executives

Experience Level	
Start	\$ 13,6554
1 Year	\$ 14,5301
2 Years	\$ 15,8974
3 Years	\$ 17,3219
4 Years	\$ 18,3481
5 Years	\$ 19,3162

1. A five per cent (5%) shift premium will be paid for any shift starting before 7 a.m. or ending after 7 p.m.
2. Experience credit will be granted as follows:
 - (a) Daily newspaper experience - full credit.
 - (b) Weekly newspaper experience - full credit for first year; one-half (1/2) credit thereafter.
 - (c) Experience credit for any employee not covered by (a) or (b) above will be negotiated between the Publisher and the Guild; in absence of agreement, the questions of proper experience credit may be submitted to arbitration.
 - (d) It is understood that the Publisher may, in its discretion, place an employee at a higher experience level than the employee's actual experience would warrant.
3. Minimum Performance Standards

The Publisher may establish, modify or change reasonable performance standards based upon the prior year's sales. Minimum performance standards shall be communicated to advertising sales employees in writing.

4. In bargaining this Agreement, the parties agreed to remove certain job classifications from the above listing of job classifications because the job classifications are not filled. However, this is not intended to change the scope of the bargaining unit. If such job classifications are filled in the future, they will be added to the job classifications set forth above and placed within their previous pay group. The parties also agreed to change the names of certain job titles in certain pay groups. No employee will suffer a wage reduction as a result of these changes in job titles.

XVII. GENERAL WAGE PROVISIONS

1. There shall be equal pay for equal work.
2. The Publisher may from time to time introduce incentive or commission programs for any employee and may terminate such program at the Publisher's discretion, provided that such program does not diminish an employee's base pay, as indicated in Article XVI.
3. **Higher Classification Work.** An employee who works in a higher classification shall receive at least the minimum in the higher classification next higher than his regular salary. An employee who works in an excluded position shall receive at least 15% above his regular weekly earnings.
4. **Merit Increases.** The minimum salaries established herein are minimums only; individual merit may be acknowledged by increases above the minimums.
5. Any employee who is paid over the top minimum shall maintain the same dollar differential above any new top minimum when minimums are increased.
6. **Payment of Salary.** Payment of salary shall be made weekly. However, upon four weeks' notice, biweekly pay and direct deposit may be implemented, provided that the Employer will work with those who present a hardship with such a change by making a salary advance, with the amount and repayment schedule mutually agreed upon.
7. **New Jobs.** Should the Publisher create a new job covered by this Agreement, it shall furnish the Guild with its job description, and the parties shall negotiate a new minimum wage schedule for that job. If agreement on minimum wage schedule cannot be reached, the Guild may submit the controversy to final and binding arbitration under Article IV. Such minimum for new jobs shall be effective on the date new job content is effective.

XVIII. EXPENSES AND EQUIPMENT

1. **The Publisher shall pay all legitimate expenses** incurred by an employee in the service of the Publisher, and shall compensate for the use of an automobile in the service of the Publisher on the following basis:
 - (a) Upon the effective date of this Agreement, the Employer will pay the IRS approved rate for all documented mileage attributable to the Employer's business.
 - (b) The use of any employee's car shall be authorized by the Employer or his agent, upon certification of insurance. An employee authorized to use his/her automobile in the service of the Publisher shall receive at least two (2) week's notice before such authorization may be terminated. If promoted or permanently transferred from reporter to copy desk where a car is not authorized, authorization may be terminated effective on date of transfer.
 - (c) Employees so authorized will be entitled to free parking in the company parking lot.
2. Necessary working equipment shall be provided to an employee and paid for by the Publisher. Such equipment must be maintained in good working order; repairs will be paid for by the Publisher.
3. Any reporters, photographers or outside salespersons required to work more than two (2) hours overtime in any day shall be entitled to six dollars (\$6.00) meal allowance.

XIX. EMPLOYEE INTEGRITY

An employee shall not be required to use his position as an employee for any purpose other than performing the duties of his position. An employee's by-line or credit line shall not be used over his protest. Substantive changes in material submitted shall be brought to the employee's attention before publication, providing the employee is available for consultation in person or by phone. An employee shall not be required to write, process or prepare anything for publication in such a way as to distort any facts or to create an impression which the employee knows to be false. If a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned.

XX. PRIVILEGE AGAINST DISCLOSURE AND AUTHENTICATION

1. An employee may refuse to give up custody of or disclose any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising, or the establishment and maintenance of his sources, in connection with his employment, except to the Editor or Publisher. An employee may also refuse to authenticate any published material except to the Editor or to the Publisher. Notwithstanding the foregoing, employees shall be required to disclose sources to the Publisher's counsel upon request.
2. The Publisher shall notify the employee concerned of any demand on the Publisher for such surrender, disclosure or authentication.
3. If the employee is proceeded against under law on account of his refusal to surrender or disclose or authenticate, the Publisher shall move to join as a party to such proceeding, and shall provide legal counsel to the employee, and shall indemnify the employee against any loss of earnings from employment by the Publisher as a result of his refusal to surrender or disclose or authenticate.

XXI. USE OF CAMERAS BY REPORTERS

1. Reporters, all well as all other employees covered by this Agreement, shall be permitted to use cameras and shall be permitted to take photographs, record videos, or create any other form of media they deem necessary.

XXII. MISCELLANEOUS

1. **Bulletin Boards.** The Guild shall be permitted to maintain a bulletin board in each facility in a location mutually agreed upon between the Guild and the Employer.
2. **Outside Activity.** Employees shall be free to engage in any activities outside of working hours, except that (a) no employee shall, without the permission of the Publisher, be employed by competing news or advertising media, (b) no employee shall disseminate confidential information gained during the course of his employment, (c) no employee shall utilize his/her position with the Publisher for personal advantage, and (d) an employee may engage in political campaigns but not as a representative of the Publisher without permission.
3. **Re-Use and Syndicate Compensation.** When the product of an employee's work is made available by the Publisher to any enterprise other than the one in which he is employed, the Publisher shall share with the employee any compensation it receives for such other use at a rate to be agreed between the Publisher and the employee.
4. **Jury Duty.** Any employee called for jury duty shall receive the difference between the jury duty pay and the employee's regular wages for a total of not more than twenty (20) days of such service in a year. Night shift employees called for such service shall not be required to work on the day or days so spent.
5. **Funeral Leave.** Upon the death of a member of their immediate family, regular full-time employees shall be excused from work and shall receive pay for three (3) consecutive days.

The immediate family shall consist of the father, mother, spouse, children, sister, brother, stepchildren, stepparents, father-in-law, mother-in-law, grandmother, grandfather and grandchildren of the employee and spouse's grandparents.

Obituary notices, in accordance with editorial policies, will be published free for one day for any employee's relative covered under this Section 5.

6. **Classified Ad Discount.** Employees shall receive a 50% discount on their private party classified ads that fall in the merchandise category.
7. Any employee may be drug or alcohol tested after bodily injury or serious property damage and/or in accordance with DOT regulations. If a test is positive the employee is required to seek medical care and rehabilitation. Any discipline for a positive test must be for just cause. The DOT levels for a positive test will be enforced and there will be a confirmatory test with the same sample (split sample and saved part). The Employer will use certified laboratories.

XXIII. NO STRIKES; NO LOCKOUT

1. There shall be no lockouts by the employer during the term of this agreement. There shall be no strikes, sympathy strikes, slowdowns, blue flu or stoppage of work by the Union or any employee in the bargaining unit 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.

XXIV. MANAGEMENT RIGHTS

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.

XXV. COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement between the parties hereto and supersedes all prior agreements, practices, customs and benefits. No additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

XXVI. SEPARABILITY

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.

XXVII. DURATION

1. This Agreement shall become effective July 31, 2016 and shall continue in full force and effect until midnight July 31, 2019.

2. Within sixty (60) days prior to termination of this Agreement, the Publisher or the Guild may give the other party notice of their intention to terminate this Agreement or initiate negotiations for a new agreement, to take effect after the expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year indicated below.

NEWSPAPER GUILD OF DETROIT	21st Century Media LLC
By: _____	By: _____
Print Name _____	Print Name _____
Signature _____	Signature _____
Title _____	Title _____
Date _____	Date _____

Side Letter No. 1

March 28, 2013

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022
220 Bagley Avenue, Suite 1000
Detroit, MI 48226

Dear Mr. Mleczo:

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 Macomb Daily or The Daily Tribune as the employer, the Newspaper Guild of Detroit, Local 34022 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 Macomb Daily or The Daily Tribune as the employer.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022

Date

Subject to Ratification:

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022

Date

Side Letter No. 2

March 28, 2013

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022
220 Bagley Avenue, Suite 1000
Detroit, MI 48226

Dear Mr. Mleczo:

For purposes of seniority only, the following individuals will be considered to have been members of the Guild unit as of their date of hire at The Macomb Daily or The Daily Tribune:

Dana Jones
Leona Taylor
Amy Milks

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022

Subject to Ratification:

Louis J. Mleczo
Newspaper Guild of Detroit, Local 34022

Date

Date

Side Letter No. 3

March 28, 2013

Louis J. Mieczko
Newspaper Guild of Detroit, Local 34022
220 Bagley Avenue, Suite 1000
Detroit, MI 48226

Dear Mr. Mieczko:

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.

Sincerely,

Marc Kramer
Consultant, 21st CMH Acquisition Co.

Accepted and Agreed:

Louis J. Mieczko
Newspaper Guild of Detroit, Local 34022

Subject to Ratification:

Louis J. Mieczko
Newspaper Guild of Detroit, Local 34022

Date

Date

APPENDIX A

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

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 Detroit, Local 34022 (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. Payments and Benefits Not Subject to This Agreement

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. Separation Benefits

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 Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, the Michigan Whistleblower's Protection Act, Michigan Labor 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, that you may retain any information in the public domain, including, without limitation, 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 Michigan, 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:

Employee's Signature

Date: _____

Corporate Company Representative Signature

Date: _____

Union Representative Signature
ADEA Disclosure Attached

Date: _____