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CONTRACT
Between
THE REPOSITORY and THE INDEPENDENT
and
NORTHEAST OHIO NEWSPAPER GUILD,
LOCAL 1
July 22, 2014 through September 5, 2017

This Agreement is made this 22nd day of July, 2014 between Copley Ohio Newspapers, Inc., a wholly owned subsidiary of GateHouse Media, LLC, d/b/a The Repository, hereinafter known as the Employer, & the Northeast Ohio Newspaper Guild, a local (#1) chartered by The Newspaper Guild-CWA (AFL-CIO, CLC), hereinafter known as the Guild, for itself & on behalf of all employees of the Employer in the Editorial, Advertising, Circulation, Business Office, Traffic, Maintenance & Mail Room/Inserting (as defined by the National Labor Relations Board in its decision dated April 19, 1968 in case No. 8-RC-7053 & in Record stipulations thereto & as defined by the NLRB in its decision dated July 8, 1994 in case No. 8-RC-14997 & in Record stipulations thereto) departments of The Repository.

Additionally, this is an agreement made and entered into this 22nd day of July, 2014 between the COPLEY OHIO NEWSPAPERS, INC. d/b/a THE INDEPENDENT, a wholly owned subsidiary of GATEHOUSE MEDIA, LLC, as Publisher of THE INDEPENDENT of Massillon, Ohio ("Employer"), and the NORTHEAST OHIO NEWSPAPER GUILD, LOCAL ONE, CWA/AFL-CIO, CLC, ("Guild"), for itself and on behalf of all employees in the following departments: editorial, advertising, business office, and circulation of The Independent excepting employees who are members of other recognized unions in other departments.

ARTICLE 1
COVERAGE

1:01 This Agreement covers employees of The Repository in its Editorial, Advertising (including Retail, National, Classified & Dispatch), Circulation, Business Office, Traffic, Maintenance & Mail Room/Inserting departments, except as delineated below.

This Agreement also covers employees of The Independent in its editorial, advertising, business office, and circulation departments, except as delineated below.

1:02 The following are excluded from this Agreement for The Repository: Editor, Managing Editor, Assistant Managing Editor, Assistant to the Editor, City Editor, Assistant City Editor, Sports Editor, Assistant Sports Editor, Living Editor, Design Editor, New-Media Editor, Chief Photographer, Suburban Editor, Chief Financial Officer, Controller, Assistant Controller, Credit Manager, Advertising Director, Retail Advertising Manager, Classified Advertising Manager, Advertising Graphic Design Supervisor, National Advertising Manager, New Products Manager, Dispatch Supervisor, Marketing Director, Circulation Director, Circulation Sales & Marketing Manager, Circulation Single Copy Sales Manager, Circulation Home Delivery Manager, Circulation District Sales Managers, Customer Service Manager, Traffic Department

Manager, Director of Operations, Mail Room Manager, Assistant Mail Room Manager, Mail Room Foreman (3), Maintenance Supervisor, Confidential Secretaries (3).

The following are excluded from the bargaining unit and from application of this Agreement for The Independent: Publisher, Editor, Managing Editor, Advertising/Marketing Director, Circulation Supervisor, & Business Office Manager. The Managing Editor position will not be occupied if the number of Guild positions in Editorial drops below 7.

1:03 The Guild's jurisdiction is recognized as covering employees of the Employer in the classifications listed in Article 1:01 above. It is agreed that work now being performed by such employees, or work which may be in the future assigned to such employees, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall during the term of this Agreement continue to be performed by employees covered by this Agreement. Excluded persons may perform bargaining unit work at any time.

Notwithstanding any other provision of this Agreement, the Employer shall have the right to subcontract or transfer all or any portion of the work within the jurisdiction of the Union that is performed by the following classification of employees, subject to the conditions below:

- Single Copy Persons
- District Delivery Persons
- Collectors
- Down Routers
- Mechanic
- Traffic Department Dispatcher
- Mechanic Assistant

Such subcontracting shall not occur for the duration of this Agreement.

In the event that the Employer exercises its rights to subcontract the above classifications, the Employer agrees to enter into effects bargaining with the Guild over the manner and method in which any reductions in force are implemented. The parties agree that severance for employees affected under this provision will be as follows: notwithstanding Article 5:09, two weeks base pay for every year of service, or major fraction thereof, up to a maximum of 20 weeks pay, paid biweekly. The Employer shall continue to pay its share of the employee's medical insurance costs during the severance period. Coverage during the severance period will count towards the COBRA period. This provision shall survive the expiration of the 2014-2017 Collective Bargaining Agreement.

The foregoing shall not preclude the use of the Copley Ohio Newspapers computer system (Thomson/Brush-Moore Computer) as presently utilized, provided the work performed prior to the actual operation of the computer shall be performed by employees covered by this Agreement.

1:04 The Employer shall supply the Guild, on request, not to exceed two (2) per year, a list containing the following information for all employees on the payroll covered by this Agreement:

- (a) Name, address, sex & date of birth
- (b) Date of hiring
- (c) Classification
- (d) Experience rating & experience anniversary date
- (e) Salary

Once a month, the Employer will supply the Guild with the same information on new employees hired in the prior month, & separations from the payroll.

1:05 The Employer & the Guild agree that no employee will be discriminated against because of Guild membership, race, creed, color, sex, age, national origin or disability which may be reasonably accommodated.

1:06 The Employer shall make every effort in its hiring practices to employ the socially & culturally disadvantaged.

**ARTICLE 2
GUILD MEMBERSHIP**

2:01 All employees covered by this Agreement who have become members of the Guild, or hereinafter become members of the Guild, shall, as a condition of continued employment, maintain their membership in the Guild.

2:02 All employees covered by this Agreement hired on or after June 4, 1968, shall, as a condition of continued employment, become & remain members of the Guild no later than the 30th day following hiring.

2:03 The Guild shall admit to membership any employee applying for it upon his/her payment of the membership dues uniformly required under the Constitution & Bylaws of the Guild.

2:04 If the Guild terminates the membership of any employee upon some ground other than the employee's failure to tender periodic dues uniformly required as a condition of retaining membership in the Guild, then the Employer shall not be required to discharge the employee.

**ARTICLE 3
DUES DEDUCTION**

3:01 Upon an employee's voluntary written assignment, the Employer shall deduct biweekly from the earnings of such employee & pay to the Guild biweekly all Guild membership dues. Such membership dues shall be deducted biweekly from the earnings in accordance with the Guild's schedule of dues rates furnished the Employer 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.

**ARTICLE 4
GRIEVANCE PROCEDURE**

4:01 The Guild shall designate a committee of its own choosing, but not more than three (3) employees & not more than two (2) from any one department, to take up with the Employer any matter arising from an alleged violation of this Agreement.

4:02 The Employer & the Guild agree to meet as a grievance committee within five (5) days after the request for such a meeting by either the Employer or the Guild. No grievance may be raised more than ninety (90) days after the occurrence on which it is based, provided however this limitation shall not apply to any claimed error with respect to salary adjustments, the application of night differential or the application of holiday, military service, sick leave or vacation allowances, & said 90-day limitation shall not limit the remedy for any of the occurrences mentioned above.

4:03 Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including any question whether a matter is arbitrable, not satisfactorily settled within 30 days of its first consideration, may be submitted to final & binding arbitration by either party. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. If either party refuses to share the cost of a stenographic transcript such party shall not have access to its contents.

4:04 Such arbitration shall be conducted by the American Arbitration Association & under its rules.

4:05 Where a time limit is established under this procedure, it shall be deemed to be exclusive of Saturdays, Sundays & statutory holidays & it may be extended by mutual consent to assist in reaching an amicable settlement.

4:06 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

**ARTICLE 5
JOB SECURITY**

5:01 All the rights, powers & authority exercised or had by the Employer prior to the time the Guild became certified as the exclusive bargaining representative of certain employees of the Employer are specifically & exclusively retained by the Employer except as modified by this Agreement.

5:02 The Employer, or its representative, shall employ & discharge all employees covered by this Agreement. There shall be no dismissals except for just & sufficient cause. Reduction in the force is a just & sufficient cause for discharge & shall not be

subject to arbitration. The Guild may initiate arbitration on the question of whether reduction in force is in fact the reason for such discharge.

5:03 Whenever the Employer decides that it is necessary to reduce the staff, employees will be laid off within each classification in each department in the reverse order of their length of continuous service with the Employer, provided those remaining are qualified to perform the work required. Reporters and deskpersons shall be laid off by job title, except that affected employees who have worked one year or more in the other job title at any daily newspaper may bump a less senior employee. Any dispute arising over the determination of the qualifications of the affected employee(s) shall be subject to the Grievance Procedure set forth in Article 4.

(a) Employees' seniority for all purposes, including but not limited to those related to a reduction in force pursuant to Article 5 of the CBA, shall be specific to the newspaper, either the Repository or the Independent, as well as to the department and classification of the respective newspaper as applicable. Reporters and deskpersons at the newspapers shall be considered to have separate job titles specific to their respective newspaper for purposes of Article 5:03. If an Inde Employee transfers to and holds a Guild covered position at The Repository that employee's seniority at the Independent does not transfer to the Repository position; the transferred Inde Employee starts at the bottom of the Repository seniority. However, a transferred Inde Employee will maintain their seniority of The Independent for purposes of bumping rights at The Independent. A transferred Inde Employee has the right to bump back (seniority permitting) to a job (department and classification permitting) at The Independent if there is a reduction in force at The Repository that results in said employee being laid off. If the transferred Inde Employee does bump back to The Independent, the employee's pay will be reduced upon return to The Independent level, plus any merit pay he/she may have had.

(b) The Employer shall notify the Guild, in writing, of its intent to reduce the force, specifying the job titles, by department, & the number of employees. In departments with part-time employees, the Employer will specify the number of full-time equivalent positions to be laid off. There shall be no dismissal for a period of 30 days after such written notice to the Guild. During the 30-day period, one or more employees may choose to waive seniority protection from dismissal and the Employer shall accept such waivers in place of dismissal of an equal number of the less senior employees in the job title. Any such waiver of seniority protection shall have no effect on rehire list placement and rehire eligibility. All employees dismissed shall be paid the amount of severance pay provided by this Agreement. The total number of employees to be dismissed shall not exceed the number in the written notice.

5:04 Employees will be recalled to work in the same classification in the same reverse order from that in which they have been laid off, provided they are competent to perform the work required. The rehiring list under this Article 5 will be maintained by the Employer for a period of not exceeding one (1) year from the date of layoff, except for reporters and deskpersons for whom the rehire period shall be eighteen (18) months. The Employer agrees to advise the employee of his/her recall in writing, with a copy of the notice to the Guild. Any employee who refuses within fourteen (14) days of receipt of

notice via certified letter, copy to the Guild, a position in the classification from which he/she was laid off automatically terminates his/her claims for future employment by the Employer. Any dispute arising over the determination of the qualification of the affected employee(s) shall be subject to the Grievance Procedure set forth in Article 4.

5:05 An employee will be considered probationary for the first sixty (60) days of his/her employment. The probationary period may be extended with the concurrence of both the Employer & the Guild. Probationary employees shall have all the benefits of this Agreement during their probationary period, except that they shall not have the right to appeal their dismissal under the grievance provision of this Agreement.

5:06 Upon termination of employment for other than probationary employees for reasons other than insubordination, gross misconduct, dishonesty or repeated neglect of duty, the employee & the Guild shall be given a two-week notice in writing in advance of the effective date of the discharge. However, the Employer may, at its option, give the affected employee two weeks pay in lieu of requiring him or her to work during said two-week notice period. The notice of all discharges shall be in writing, copies to the employee & to the Guild, & shall include the reasons for the discharge.

5:07 There shall be no dismissals by reason of putting this contract into force.

5:08 No employee shall be transferred by the Employer to another associated enterprise without the employee's consent. There shall be no reduction in wages or impairment of other benefits as a result of such transfer. An employee shall not be penalized for refusing to accept a transfer.

(a) Any Inde Employee who is transferred into a Guild covered position at The Repository, regardless of their physical work location, will follow the wage scale in effect for Guild covered Repository employees without limitation.

(b) Inde Employees who apply will get first consideration for job openings at The Repository, and if selected would be subject to the transfer language in Article 15:01 of the CBA. Inde Employees would have the right to refuse to go to The Repository without penalty or prejudice as long as the position they hold at The Independent is not part of a reduction in force. If the job is being eliminated or subject to a reduction in force at The Independent, Inde Employees will be laid off, in the discretion of the Employer, if they refuse to go to The Repository. Employees holding Guild covered positions at the Repository cannot be transferred to The Independent without their consent, and their refusal will be without penalty or prejudice.

5:09 Severance pay will be paid to employees discharged to reduce the force on the following basis: After one full year of continuous employment, such succeeding full year of employment entitles the discharged employee to one week of regular straight time pay, not to exceed a total of ten (10) weeks' severance pay. Payment will be made in a lump sum.

5:10 When the Employer intends to have a meeting with an employee that could lead to discipline, the Employer will state its intentions to the employee.

**ARTICLE 6
HOURS & OVERTIME**

6:01 The working day shall consist of eight (8) hours falling within nine (9) consecutive hours, except as modified below. Employees, at their request & in mutual agreement with their supervisor, may work eight (8) hours within ten (10) hours.

6:02 For other than part-time employees, the five-day 40-hour week shall obtain. The normal work week shall run from Sunday through Saturday.

6:03 The Employer shall compensate for all overtime work at the rate of time-and-one-half in cash, except as hereinafter provided. Overtime shall be defined as work beyond the unit of hours in the work day or days in the work week for all classifications other than Single Copy Persons. This classification will only receive overtime for work in excess of forty (40) hours per work week. Split shifts in the news department may be worked at the request of the employees in mutual agreement with their supervisors. It is agreed that an employee working a split shift shall receive an amount of \$8.00 for each split shift worked.

6:04 Marketing, business office, & news department employees, at their request & in mutual agreement with their supervisors, may take compensatory time off in lieu of payment for authorized overtime hours worked at the rate of time-and-one-half off within the work week in which the overtime was worked. All such compensatory time not taken off within the work week so worked shall be compensated at the rate of time-and-one-half in cash.

(a) Outside Advertising Salespersons are not covered by the cash overtime provisions of 6:03 and 6:04. However, their work schedules, including the length of the workday and workweek, shall be controlled by Sections 6:01 and 6:02. In the event that an Outside Advertising Salesperson is scheduled to work more than 40 hours in a week, they shall be allowed to take compensating time off, at the rate of time-and-a-half, to be scheduled in consultation with their supervisor.

6:05 A full-time employee who is called back to work after the employee's work day shall be paid for the time worked, but not less than two (2) hours, at the overtime rate. If a full-time employee is required by the Employer to perform work on a day that would normally be that employee's day off in any week, such employee shall be paid a minimum of four (4) hours at the overtime rate. If such employee works in excess of four hours, that employee will be paid a minimum of eight (8) hours at the overtime rate. An employee shall not be required to be on-call or stand-by over his/her objection.

6:06 Regular work schedules whenever possible shall be posted two weeks in advance, but in no event less than one week in advance of the work week for which they apply. However, emergency changes may be made on less notice. The above shall not preclude the hiring of part-time employees as in the past. Days off shall be consecutive, if possible.

6:07 No employee shall be required to work more than five (5) hours without an opportunity to take a meal break. Employees shall not be required to work more than 16

continuous hours, except in cases of an emergency. The Employer's practice of granting rest breaks shall continue.

6:08 At the request of employees & in mutual agreement with their supervisors, employees can schedule their forty (40) hours in four (4) ten (10) hour days within the normal Sunday through Saturday work week. Requests must be made on a week-to-week basis.

**ARTICLE 7
HOLIDAYS**

7:01 The Employer agrees to observe the following holidays without loss of regular salary to the employee: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Each employee shall be entitled to three (3) additional holidays with full pay each year which shall be deemed "personal days." The dates of personal days are to be selected by the employee with the approval of the employee's supervisor. The employee must notify & get approval from his or her supervisor at least 72 hours prior to a date selected as a personal day. Personal days must be scheduled by September 30 each year or it shall be the right of the Employer to schedule them after September 30.

7:02 Any employee required to work a holiday shall be paid at double the employee's straight time rate for the hours worked, with a minimum of four hours pay, in addition to the employee's regular weekly pay.

7:03 When a holiday falls within a vacation period, the employee shall receive an additional day's vacation.

7:04 The work week in which each of these holidays fall or in which the extra day off is taken, shall consist of four days totaling 32 hours, excluding the holiday, & all time worked beyond four days or 32 hours shall be paid for at the overtime rate in cash.

**ARTICLE 8
VACATIONS**

8:01 Employees who have completed the following periods of service shall be granted an annual vacation with pay on the following basis:

Those employees in their first year of employment, upon completion of probation, shall be granted the pro rata of two (2) weeks from their date of hire to the end of the year.

Those employees in their second & third calendar year of employment
Two (2) weeks.

After four (4) years continuous employment prior to January 1:
Three (3) weeks.

After twelve (12) years continuous employment prior to January 1:
Four (4) weeks.

Employees on a medical leave of absence shall stop accruing vacation when their leave exceeds six months; they shall resume accruing vacation, on a pro-rata basis according to their service time, upon return to work.

8:02 Pay-in- lieu of vacation will only be made upon termination of employment.

8:03 An employee whose employment is terminated for any reason, including lay-off shall receive pro-rata unused vacation pay provided he or she has completed the probationary period. The Employer agrees to make a payment to employees of 60% of the amount of their accrued vacation (accrued as of the last day of December 2012) in the first pay period of 2013.

8:04 Vacation credits shall be arranged & posted by the Employer by January 31 of each year. In the event of a conflict of vacation dates, seniority with the Employer shall govern. Employees shall provide the Employer with preferred vacation dates by March 31 of each year, failing which the employee may lose the privilege of selection to which his/her seniority entitled him/her.

8:05 If an employee has not taken all of his/her vacation by December 31 of any year as a result of a postponement requested by the Employer, he/she shall be paid in cash for the remainder of his/her vacation, or at the employee's option, carry over up to two (2) weeks of unused vacation that must be used by March 31st of the following year.

8:06 Employees may choose to take up to ten (10) vacation days, one day or more at a time provided the employee notifies & gets approval from his/her supervisor at least 72 hours prior to the day(s) selected as vacation day(s).

ARTICLE 9 SICK LEAVE

9:01 Employees who are insured for accident & sickness benefits under the group insurance policy & after 90 days continuous employment shall receive, after a one-week waiting period, up to a maximum of 26 weeks of sickness pay, the first 13 weeks at 75% of the employee's minimum for his or her classification, & the second 13 weeks at 50% of the minimum for his or her classification (when sickness results in a group insurance claim accepted by the insurance company).

9:02 The Employer agrees to provide full pay for disability absence of up to five (5) working days per year. Eligibility for such days of payment in the initial calendar year of hire shall be based on an accrual of one day for each 52 shifts worked or paid for. The Employer agrees to provide full pay for up to five (5) working days from the first day of disability absence due to hospitalization, exclusive of the foregoing. Any unused sick time at the end of the calendar year will be compensated for at fifty percent (50%) of the earned rate. The calendar year will be the basis for computation of sick days.

9:03 The Employer may require satisfactory evidence of illness or disability.

9:04 No deductions shall be made for sick leave from vacations credited or to be credited to the employee.

9:05 Employees may use sick leave for personal illness or for the illness of a minor child that causes the child to be held out from school or child care.

9:06 Any employee, who goes on sick leave after the signing of this agreement, whose sick leave exceeds eighteen (18) months will be terminated.

9:07 The Employer shall make Inde Employees whole (full pay) for sick leave for the number of weeks of fully paid sick leave employees had earned as of 1/1/2011, up to a maximum of eight (8) weeks. See Exhibit 2 - Guild Sick Leave List.

ARTICLE 10 LEAVE OF ABSENCE

10:01 Leave of absence may be granted for good & sufficient cause at the discretion of the Employer, & written notice shall be given to the Guild stating the name(s) of the employee(s), the purpose of the leave & the effective dates of such leave.

10:02 Upon three (3) week's notice in writing, a leave of absence shall be granted to no more than two (2) employees who shall not be from the same department, who are elected or appointed to any office of The Newspaper Guild-CWA, or office in the Northeast Ohio Local of The Newspaper Guild-CWA. At expiration of such leave, which after March 6, 1980, shall not exceed two (2) years, the employee shall, upon request, be employed in the same or similar position at a salary equal to that which said employee was receiving prior to such leave, adjusted by any such changes made by the Guild contracts negotiated during such leave.

10:03 Upon reasonable notice to the Employer, a leave of absence shall be granted to no more than two (2) employees who shall not be from the same department, for the purpose of serving as a delegate to a convention of The Newspaper Guild-CWA.

10:04 A leave of absence not exceeding six months shall be granted upon six-weeks written notice for the birth or adoption of a child. The Employer will continue to adhere to existing state & federal laws as they apply to the private business sector regarding family/medical leaves of absence.

10:05 All leaves of absence shall be without pay. All time on such leaves shall not be considered service time, but such leaves shall not constitute breaks in continuity of service.

10:06 Times of leave of absence will not count toward pension benefits, except as may be required by law.

10:07 Any employee who takes a leave of absence, for other than those covered in Sections 10:02 & 10:03, may be required to take all accrued vacation and, if appropriate, paid sick leave as part of their leave of absence.

**ARTICLE 11
MILITARY SERVICE**

11:01 An employee who leaves his/her position to engage in military service in the Armed Forces of the United States shall be considered on leave of absence without pay for the period of such service unless & until he/she voluntarily re-enlists.

11:02 Leaves of absence shall be granted to employees for training service in the National Guard, or the Army, Navy, Marine, Air Force or Coast Guard Reserves.

11:03 When such an employee is discharged or released from active service, he/she shall be employed by the Employer in the same or comparable job to the one he/she had prior to such military service at a salary equal to that which he/she was receiving prior to military leave, adjusted to any changes made by the Guild contracts negotiated during such leave, provided he/she has not been dishonorably discharged & provided he/she is capable of performing such work & makes personal application for such employment with the Employer within 90 days from the date of such discharge from such military service.

11:04 Vacancies created by such leaves may be filled either by promotion of regular employees on the staff, or, as necessary, by hiring temporary employees. In either event, the job filled under such circumstances shall be vacated upon the return of the original job holder.

11:05 An employee leaving after one year of employment to military service, as herein described, shall receive proportionate amount of his/her vacation pay accrued to date of departure.

**ARTICLE 12
HOSPITALIZATION & MEDICAL-SURGICAL SERVICES**

12:01

(a) It is agreed that eligible employees shall, at their option (to the extent permitted by law) be covered by the Company sponsored insurance plan, or a plan with substantially the same level of benefits.

(b) Eligible employees selecting coverage for themselves and/or dependents by the Company sponsored insurance plan shall contribute the following amounts toward the premium costs of such coverage, with the Employer paying the remaining premium costs:

Employee only	\$137.17 / month
Employee +1 dependent	\$269.34 / month
Employee +2 or more dependents	\$419.04 / month

The premiums for the Company sponsored insurance plan coverage will be rered each January. At those times, the employee contributions above shall be increased by twenty-five percent (25%) of any increase in premium costs for the respective categories of coverage, with the Employer being responsible for the remaining seventy-five percent (75%) of such increases.

12:02

(a) The Employer shall make available dental & vision insurance coverage by the Company sponsored insurance plan for eligible employees & their dependents. Eligible employees selecting such coverage for themselves and/or dependents shall pay fifty percent (50%) of the monthly premium cost for the category of coverage selected, with the Employer paying the remaining fifty percent (50%) of the monthly premium costs.

(b) The Employer shall make available life & accidental death & dismemberment (AD&D) insurance coverage by the Company sponsored insurance plan for eligible employees. The Employer shall pay the total cost of the monthly premium costs for Core Life & Core AD&D coverage for eligible employees. Eligible employees may choose to receive Basic Life & Basic AD&D coverage, & employees so choosing shall pay fifty percent (50%) of the monthly premium costs for such coverages, with the Employer paying the remaining fifty percent (50%) of the monthly premium costs. Eligible employees may also choose to receive Supplemental Life & Supplemental AD&D coverage, & employees so choosing shall pay one hundred percent (100%) of the monthly premiums for such supplemental coverages.

(c) The Employer shall make available short & long term disability insurance coverage for eligible employees who provide the benefits set forth in Article 9:01 above. Employees receiving such coverage shall pay fifty percent (50%) of the monthly premium costs for such coverages, with the Employer paying the remaining fifty percent (50%) of the monthly premium costs.

12:03 The Employer & the Guild agree that there shall be established a committee consisting of two (2) members of management & two (2) representatives of the Guild who will meet as necessary to review available health care alternatives, such as for example PPO's & HMO's in the Canton, Ohio, area. Either party may make oral and/or written recommendations to the other concerning such health-care options.

12:04 Prior to the implementation of any proposed changes in coverage or benefit levels including rate changes & co-pays, in any of the foregoing provisions, the Guild shall be notified 60 days in advance of the date the proposed change(s) would become effective.

12:05 The Employer agrees that it shall not change deductibles, co-pays or out-of-pocket expenses, inclusive of prescription drugs, of the current Company sponsored insurance plan, or any substantially comparable program for plan year 2015, plan year 2016, & plan year 2017.

12:06 For plan years 2015, 2016, & 2017, Employer agrees that eligible employees selecting coverage for themselves and/or dependents by the Company sponsored insurance plan then in effect for each said plan year or any plan substantially the same provided by the Employer, shall be obligated to pay a maximum of \$250.00 for single coverage deductible or \$500 family deductible for each said plan year.

ARTICLE 13
PART-TIME EMPLOYEES

13:01

(a) All part-time employees regularly working 28 or more hours per week shall be entitled to all the benefits of this Agreement on a pro-rata basis.

(b) Part-timers averaging between 20 hours & 28 hours the previous calendar year shall be eligible for one week's vacation & one sick day paid at their average hours worked per week during the previous calendar year. In order to be eligible for this benefit, an employee must be on the payroll from January 1 of the previous year.

(c) Part time employees may be scheduled to work no more than six consecutive days

13:02 Part-time employees shall be paid on an hourly basis at least equivalent to the minimum rate provided for their classification.

13:03 No more than three (3) "seasonal" part-timers who work in the sports section of the News Department shall be exempt from the provisions of Article 2-Guild Membership of this Agreement. "Seasonals" shall be defined as persons working no more than thirty-nine (39) consecutive or cumulative weeks in any 12-month period. Persons who work more than thirty-nine (39) consecutive or cumulative weeks in a 12-month period shall be declared to be regular part-timers & shall be covered by all the provisions of this Agreement.

13:04 Part-time employees shall not be employed for work where such employment would eliminate a full-time position.

**ARTICLE 14
MINIMUM SALARIES**

14:01 Effective on the date listed below, the minimum weekly salaries for all categories of employees in the Guild's jurisdiction, based on years of experience in the same type of work performed will be:

	4/13/2008	
Reporters, Graphic Designers, Desktopers, Photographers, Outside Advertising Salespersons		
Beginners	\$525.00	
After 1 yr.	\$577.76	
After 2 yrs.	\$635.83	
After 3 yrs.	\$699.73	
After 4 yrs.	\$770.05	Max for Inde
After 5 yrs.	\$847.44	
After 6 yrs.	\$932.29	
Editor-at-Large (at least \$50 higher than the minimum weekly rate for Associate Editors)		
	\$1,012.45	
Associate Editors		
	\$949.11	
Editorial Assistants, NIE Coordinator, Editorial Intern (one: 90-day maximum)		
Beginners	\$462.22	
After 1 yr.	\$510.95	
After 2 yrs.	\$575.59	
After 3 yrs.	\$618.39	
After 4 yrs.	\$654.45	
After 5 yrs.	\$716.03	
Single Copy Persons		
Beginners	\$488.09	
After 1 yr.	\$513.89	
After 2 yrs.	\$565.30	
After 3 yrs.	\$618.41	
After 4 yrs.	\$669.95	
District Delivery Persons		
Beginners	\$385.02	
After 1 yr.	\$436.58	
After 2 yrs.	\$488.08	

Collectors			
	Beginners	\$385.02	
	After 1 yr.	\$436.58	
	After 2 yrs.	\$462.35	
Down Routers and Bundle Counters			
		\$8.74/hr	
Sr. Clerk-Secretary, Chief Switchboard Op, Sr. Clerk, Library			
	Beginners	\$421.09	
	After 1 yr.	\$446.75	
	After 2 yrs.	\$488.08	
	After 3 yrs.	\$539.55	
Switchboard Operators, Office Clerks			
	Beginners	\$385.02	
	After 1 yr.	\$436.58	
	After 2 yrs.	\$462.35	Max for Inde
	After 3 yrs.	\$488.08	
Classified Telephone Salespersons			
	Beginners	\$385.02	
	After 1 yr.	\$436.58	
	After 2 yrs.	\$462.35	
	After 3 yrs.	\$488.08	
	After 4 yrs.	\$550.09	
Promotion Person, Sales Marketing			
	Beginners	\$488.09	
	After 1 yr.	\$513.89	
	After 2 yrs.	\$565.30	
	After 3 yrs.	\$618.41	
	After 4 yrs.	\$669.95	
	After 5 yrs.	\$748.81	
Advertising Services			
	Beginners	\$472.56	
	After 1 yr.	\$518.96	
	After 2 yrs.	\$566.91	
	After 3 yrs.	\$618.41	
	After 4 yrs.	\$680.16	
	After 5 yrs.	\$748.81	

Mechanic		
		\$699.27
Traffic Department, Dispatcher		
	Beginners	\$421.09
	After 1 yr.	\$446.75
	After 2 yrs.	\$488.08
	After 3 yrs.	\$539.55
Maintenance		
	Beginners	\$421.09
	After 1 yr.	\$446.75
	After 2 yrs.	\$488.08
	After 3 yrs.	\$539.55
Mail Room/Inserting Department		
	Beginners	\$345.05
	After 1 yr.	\$369.77
	After 2 yrs.	\$451.91
Mail Room Setup (\$35 per week higher than inserting)		
	Beginners	\$380.92
	After 1 yr.	\$405.64
	After 2 yrs.	\$487.79
Mail Room Warehouse Person, Mechanic Assistant		
	Beginners	\$369.77
	After 1 yr.	\$407.25
	After 2 yrs.	\$480.69

In addition to the wage classification rates listed above, the following bonuses will be paid:

- On the first payroll date in September 2014, \$200 to each Guild-covered employee as of 9/1/14 who is active, or on leave but who worked during 2014.
- On the first payroll date in September 2015, \$400 to each Guild-covered employee as of 9/1/15 who is active, or on leave but who worked during 2015.
- On the first payroll date in September 2016, \$400 to each Guild-covered employee as of 9/1/16 who is active, or on leave but who worked during 2016.

By the end of the first quarter of 2015 & the end of the first quarter of each subsequent year, the Publisher shall calculate the gross revenue received in the year just ended. Gross revenue will be exclusive of any revenue derived from any commercial printing that we

do. If such revenue exceeds the prior year's revenue by 3% or more, but less than 5%, the Publisher shall increase all wages in the above tables by 2%; if the increase in annual revenue is greater than 5%, the Publisher shall increase wages by 3%. All increases shall be paid retroactively from January 1. In any year in which employees receive a revenue-based raise, no bonus shall be paid in September of that year.

Any employee at The Independent as of the signing of this agreement who has not reached their top rate as of April 2015 shall move to the maximum level per the Memorandum of Agreement, Merging of Massillon Independent bargaining unit into Repository contract.

Bonus for perfect attendance over two pay periods (four weeks) for all non-probationary employees in the Mail Room, excluding Mechanics shall be seventy-five dollars (\$75.00). The bonus will be pro-rated for employees whose probationary period ends during the eligibility period. Scheduled time off for personal days, holidays & vacation days will not be counted as absences. If an employee is absent for any other reason, paid or unpaid, that employee will not be eligible for the bonus in the eligibility period in which the absence occurs.

14:02 Employees paid over scale shall receive 100% of the scale increase for their classification.

14:03 It is provided, however, that if an employee is entitled to an increase in salary as a result of the application of the minimum of his or her classification under 14:01, he or she will receive such an increase or the increase provided in 14:02, whichever is greater, but not both such increases.

**ARTICLE 15
GENERAL WAGE PROVISIONS**

15:01 In the application of the foregoing schedules of minimums, experience shall include all employment in comparable work. Employees shall be classified as to job title & experience rating at the time of employment, transfer, or promotion, & the Guild notified in accordance with the provisions of Article 1, Paragraph 1:04. An employee paid a salary or hourly rate above the minimum provided for his/her actual experience shall receive an experience rating which conforms to his/her salary or hourly rate.

An employee transferred from one classification to another with higher salary minimums shall be paid not less than the minimum in the new classification which is next higher than the salary he/she was receiving immediately prior to the transfer, but in no event less than \$10 per week (\$0.25 per hour), & shall be so classified for experience rating purposes. The experience anniversary date for such employee shall be the date of such transfer.

An employee so transferred shall be given a trial period of six months. During such trial period, the employee may elect to return to the classification from which he/she advanced or transferred without penalty or prejudice.

At the end of such trial period, the employee shall be confirmed in the classification to which he/she advanced or transferred unless he/she has been unable to perform the duties of the job.

If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification to which he/she advanced or transferred. If not so confirmed, said employee shall be returned to the classification from which he/she advanced or transferred without penalty or prejudice.

If the employee returns to the classification from which he/she transferred, said employee shall then receive the salary he/she would have received had he/she never been advanced or transferred. The employee's period of service in the other classification shall be counted for all purposes as service in the classification from which he/she advanced or transferred.

Notice of all vacancies, with the exception of the Mail Room/Inserting Department, will be posted on mutually agreed to bulletin boards in the main Repository building & the press building, & a copy of the posting will be sent to the Guild.

15:02 Should the Employer create a new job, the Employer shall furnish the Guild with the proposed job description, & the parties shall negotiate a new minimum. If agreement on job description & minimums cannot be reached, the Guild may submit the controversy to final & binding arbitration under Article 4. The new minimum shall be effective the date the new job is effective.

15:03 There shall be no reduction in salaries or in the hourly rate.

15:04 The minimum wage rates established herein are minimums only; individual merit may be acknowledged by increases above the minimums.

15:05 The shift pay for any full-time employee scheduled to work before 5 a.m. or after 8 p.m. shall be increased by six dollars (\$6), excluding Mail Room/Inserting Department employees whose rates are set forth in Article 14-Minimum Salaries.

15:06 The shift pay for any full-time employee scheduled to work on Sunday shall be increased by six (\$6), excluding Mail Room/Inserting Department employees whose rates are set forth in Article 14-Minimum Salaries.

15:07 Payment of salary shall be made biweekly.

15:08 An employee who is required to work in a higher classification for at least one hour shall be paid at the minimum of the higher classification which is next higher than said employee's minimum rate in the lower classification, but in any event, the employee shall receive at least \$4.00 per shift. An employee who is required to work in an excluded classification for at least one hour shall be paid a minimum of \$8.00 per shift.

**ARTICLE 16
EXPENSES & EQUIPMENT**

16:01 The Employer shall pay all authorized legitimate expenses incurred by the employees in the service of the Employer.

16:02 If an employee is required & authorized to use his or her own vehicle, he or she shall be compensated at the rate of 25 cents per mile.

16:03 On the last day of March, June, September & December of each year the retail price of unleaded gasoline will be determined from the following three service stations & will be averaged: 1) Shell at Everhard & Whipple; 2) BP Station at W. Tuscarawas & Harrison, & 3) Speedway at W. Tuscarawas & Perry. Effective the date of signing of this Agreement, the Employer & the Guild will agree upon the base average price of gasoline & each adjustment thereafter, either up or down, will be formulated according to the agreed upon base price of \$0.999.

When the average retail price is determined, the price per mile is adjusted for the next quarter, up or down, at the rate of one cent per mile for each ten cents (\$0.10) change in the average from the established base. In no case will the mileage rate go below the agreed upon 25 cents per mile base.

16:04 Employee expenses will be reimbursed on a bi-weekly basis.

16:05 The Employer will continue to provide & pay for uniforms to non-probationary employees desiring or required to wear same in the performance of their job duties in the Maintenance, Mechanical, Traffic & Mail Room/Inserting departments.

16:06 Necessary working equipment, as determined by the Employer, will be provided & paid for by the Employer.

**ARTICLE 17
MISCELLANEOUS**

17:01 An employee's byline shall not be used over the employee's protest.

17:02 The Employer agrees to provide bulletin board space for the use by the Guild.

17:03 Employees of the Employer shall be free to engage in any activities outside of working hours except in the field of local communication or when such activities impair the credibility or integrity of the newspaper.

17:04 Employees called to service on juries shall receive their regular weekly salary during periods of such jury service, less jury pay. Night shift employees called for such service shall not be required to work on the day or days so spent.

17:05 In the case of the death of a spouse, children or step-children, all employees shall be entitled to a maximum of five (5) days bereavement pay. Death of father, mother or

step-parent will entitle employees to three (3) days bereavement pay. Death of brother, sister, father-in-law or mother-in-law, grandparent, great-grandparent, grandchild or great-grandchild will entitle employees to one (1) day bereavement pay, provided the time taken off by the employee to attend the funeral falls on regular scheduled working days which the employee would normally work at straight-time rates. No deduction shall be made for bereavement pay from personal days credited or to be credited to the employee.

17:06 Where references of notice to the Guild are used in this Agreement, it shall mean notice in writing to the Executive Secretary of the Northeast Ohio Newspaper Guild.

17:07 Super seniority will be provided for the Guild unit chairperson on a departmental basis.

ARTICLE 18 RETIREMENT

18:01 Employees who are covered by this agreement & regularly paid at least 20 hours per week may participate in the GateHouse Media, Inc. Retirement Savings Plan, in accordance with the terms of that plan. The Company will provide participating employees with a 50% match up to the first 6% of contributions made by employees to the 401(k) plan.

ARTICLE 19 WORKPLACE SAFETY & HEALTH

19:01

(a) The Employer shall provide a safe & healthful workplace. The Employer shall comply with all applicable federal, state, & local laws & regulations affecting safety in the workplace. Managers, supervisors & employees shall comply with the aforementioned laws & regulations, & company safety guidelines. Copies of all company safety guidelines shall be forwarded to the Guild prior to dissemination.

(b) Employees shall not be discriminated against for reporting a work-related injury or illness, or reporting a workplace safety & health issue.

(c) Employees shall be compensated for all safety & health meetings & training.

ARTICLE 20 DURATION & RENEWAL

20:01 This Agreement becomes effective July 22, 2014, & continues through September 5, 2017.

20:02 Within 60 days prior to the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new agreement. The terms & conditions of this Agreement shall remain in effect until such negotiations are terminated.

Date of signing: July 22, 2014

FOR THE GUILD:



Rollie Dreussi
Executive Secretary
Northeast Ohio Newspaper Guild, Local One



David Harpster
Chairperson
Independent Unit



Nicole Sims
Chairperson
Repository Unit

FOR THE EMPLOYER:



Jim Porter
Publisher
Copley Ohio Newspapers, Inc.



Greg Carpenter
HR Director
Copley Ohio Newspapers, Inc.

In addition to the attached letters of understanding, the following three memoranda of agreement are renewed in their entirety.

April 4, 1995
March 12, 1998
September 29, 1998

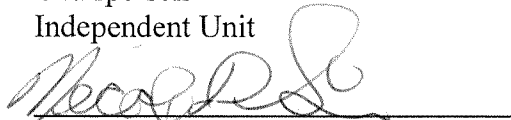
FOR THE GUILD



Executive Secretary



Chairperson
Independent Unit



Chairperson
Repository Unit

FOR THE REPOSITORY



Publisher



HR Director


EXHIBIT 2
Guild Sick Leave List
fully paid weeks sick pay accrued as of 1/1/11


<i>Last Name</i>	<i>First Name</i>	<i>Hire Date</i>	<i>Svc</i>	<i>Wks</i>
Davis	Virginia	07/11/78	32,06	8
Dettman	Glenn	05/09/05	05,08	5
Easterling	Christopher	11/09/98	12,02	8
Emmert	George	02/05/91	19,11	8
Ewing	Elaine	02/01/99	11,11	8
Harpster	David	03/28/05	05,10	5
King	Ruth	01/30/01	09,12	8
Meyer	Virginia	03/28/84	26,10	8
Beaven	Erin	08/21/01	09,05	8
Rink	Matthew	04/07/04	06,09	6
Sidaway	Stanley	09/14/98	12,04	8
Staley	Douglas	12/27/07	03,01	3
Tucker	Mary	03/31/97	13,10	8
Whitlock	Kevin	10/25/02	08,03	8

Renewed July 22, 2014


FOR THE GUILD


 Executive Secretary


 Chairperson
 Independent Unit


 Chairperson
 Repository Unit

FOR THE REPOSITORY


 Publisher


 HR Director

Memorandum of Understanding

February 6, 2001

Amended, renewed: April 17, 2003 (The Independent)

Renewed as amended: July 2, 2003 (The Repository)

Further amended, renewed: October 30, 2003 (The Independent)

Renewed February 1, 2005 (The Independent)

Renewed September 6, 2005 (The Repository)

Renewed March 20, 2009 (The Independent)

Renewed September 26, 2012 (The Repository)

Amended and renewed July 22, 2014

Dear Ms. Rayl:

During negotiations for the new collective bargaining agreement ("CBA") between Copley Ohio Newspapers, Inc. d/b/a The Independent ("The Independent") and the Northeast Ohio Newspaper Guild, Local One ("Guild"), the parties have had wide ranging discussions concerning opportunities to explore with The Repository, its independent, sister newspaper, new ways to increase sales of advertising, attract new advertisers, meet the changing needs of advertisers, better serve its subscribers and improve the efficiency and economy of operations. To help accomplish these ends, the parties have recognized the need for The Independent to have the flexibility to move work and job functions in advertising, the business office and single copy, billing and customer-service circulation back and/or forth between The Independent and the Guild covered departments at The Repository. In addition, the parties have recognized the desirability of providing opportunities to The Independent's and to The Repository's advertising sales staff to sell Advertising Programs such as combination sales, cross-sales and the like with The Times Reporter of Dover/New Philadelphia, another independent, sister publication.

As a result of these discussions, the parties have agreed to the following:

1. Subject to the terms of this Memorandum, The Independent may have the work and job functions of Guild covered employees in advertising sales, the business office, and single copy, billing and customer-service circulation performed by Guild covered Repository employees in Guild covered departments.
2. In conjunction with The Repository, The Independent will, from time-to-time, develop a variety of joint Advertising Programs such as combination sales, cross-sales and the like ("Advertising Programs") with The Repository. As The Independent determines is appropriate, The Independent will provide its advertising sales employees and/or The Repository's advertising sales employees the opportunity to sell such Advertising Programs. The Independent and The Repository will determine the commission plans for employees who are given the opportunity to sell such Advertising Programs. Advertising sold as part of the Advertising Programs must appear in the newspaper of the selling employee and one other newspaper.

3. The Independent, The Repository, and The Times Reporter, will, from time-to-time, develop a variety of joint Advertising Programs such as combination sales, cross-sales and the like between and among the three newspapers. As the three newspapers determine is appropriate, advertising sales employees of The Independent and/or The Repository and/or The Times Reporter's advertising sales employees will be given the opportunity to sell such advertising. However, advertising in such Advertising Programs sold by The Times Reporter employees must appear in The Times Reporter and at least one of the other newspapers, and The Times Reporter advertising employees may only sell such Advertising Programs to businesses located in Stark County that are Times Reporter advertisers. Nothing in this Memorandum limits The Times Reporter's right to sell advertising exclusive to The Times Reporter in any county it chooses. The three newspapers will determine commission plans for employees who are given the opportunity to sell such Advertising Programs.

4. The Guild understands and agrees that advertising for such Advertising Programs sold by The Times Reporter employees will appear in The Independent's newspaper and/or The Repository notwithstanding anything in the collective bargaining agreements between The Independent and The Repository and the Guild to the contrary. Nothing in this Memorandum grants to, assigns to, or in any way gives to the Guild or recognizes the Guild as having any jurisdiction over work or job functions performed by The Times Reporter employees or representational rights over The Times Reporter employees. The selling of such Advertising Programs by employees of The Independent or The Repository or The Times Reporter shall not be used by the Guild as evidence, directly or indirectly, in any proceeding of any kind or nature, including without limitation, arbitration or NLRB, to advance a claim for jurisdiction over work or job functions performed by or representational rights over any Times Reporter employees whether during the term of any collective bargaining agreements between The Independent and The Repository and the Guild or after expiration of any such agreement.


5. During the term of the CBA, The Independent's advertising sales employees represented by the Guild will not be laid off as the sole and direct result of such Advertising Programs being sold by employees of sister newspapers. However, if such sale of Advertising Programs would otherwise be the sole and direct result of a layoff, any employee who would have otherwise been affected and who is offered and declines a Guild covered position at The Repository at a comparable wage, may be laid off by The Independent in accordance with Article 5 of the collective bargaining agreement and the Memorandum of Agreement, Merging of Massillon Independent bargaining unit into Repository contract.

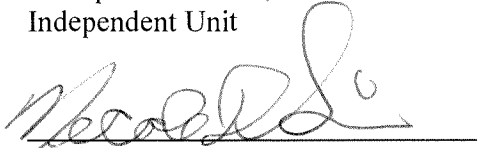
6. During the term of the CBA, The Independent's business office and single copy, billing and customer-service circulation employees represented by the Guild will not be laid off as the sole and direct result of having their work or job functions performed by Repository employees. However, if such performance of work or job functions would otherwise be the sole and direct result of a layoff, any employee who would have otherwise been affected and who is offered and declines a Guild covered position at The Repository at a comparable wage, may be laid off by The Independent in accordance with Article 5 of the collective bargaining agreement and the Memorandum of Agreement, Merging of Massillon Independent bargaining unit into Repository contract.

7. This Memorandum does not deal with and has no impact on the Guild's claims of jurisdiction over work and job functions other than those of advertising sales, business office, and single copy, billing and customer service circulation departments at The Independent and The Repository. This Memorandum shall not be a precedent in any other matter.

FOR THE GUILD



Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

MEMORANDUM OF AGREEMENT
Between
THE REPOSITORY
and
THE NEWSPAPER GUILD, Local 1

1. The parties agree that supervisors will not routinely perform work assigned to bargaining unit employees. The single exception to this is the one Foreman over garage/mail room mechanics who, at any time, may also perform work assigned to Mechanics in the bargaining unit.
2. The parties agree that Mechanics may be assigned to the garage and/or to the Mail Room and will be paid at the Mechanic classification rate regardless of where assigned.
3. Mechanic Assistants may be assigned to work in the Garage and/or in the Mail Room. Such employees shall not perform work presently or normally performed by Mechanics, but will simply act as assistants to Mechanics.
4. It is agreed that Mailer/Inserters may continue to clean, grease and oil mail room equipment but they shall not perform any repairs to equipment, nor shall they perform work presently or normally performed by Mechanics.
5. In the unlikely event that no Mechanic is available and a Mechanic Assistant or Mailer/Inserters is capable of performing a minor repair, such employee shall be paid for the entire shift at the Mechanic rate.
6. The Employer agrees that employees will not be assigned to work a shift without a supervisor, as set forth in paragraph numbered 1 of this memorandum, present.
7. The Employer agrees to abolish "Man-in-Charge" designations in all departments of The Repository, without loss of pay to any such employees.
8. There shall be no reduction in pay as a result of the implementation of this Agreement.
9. Up to nine (9) part-time employees may be employed in the Mail Room/Inserting Department classification. The four least senior of these part-time employees may, at the Employer's discretion, be employed "as needed." Such "as needed" employees shall be covered by all provisions of the collective bargaining agreement except as provided below:
 - (a) They may be scheduled with no less than 24 hours notice.
 - (b) They shall not be scheduled to work more than 5 hours per day and not scheduled to work more than 20 hours per week, but this does not represent a guarantee of hours in a day or week.
 - (c) They shall be paid at the beginner's rate for the mail room/inserting department classification for a maximum of two years from their date of hire.
 - (d) They shall not be entitled to paid vacation.
 - (e) They shall not be entitled to paid sick days.

- (f) They shall not be entitled to paid holidays, however any work on a holiday shall be paid at double their straight time pay for actual hours worked.
- (g) They shall not be entitled to bereavement pay, but shall be entitled to unpaid time off on the basis as outlined in Article 17:05.
- (h) They shall not be eligible for the perfect attendance bonus.
- (i) Unpaid time off will be given in the event they are call for jury duty.
- (j) They may not participate in the GateHouse Media, Inc. Retirement Savings Plan.
- (k) Upon becoming a regular part-time employee or a full-time employee, they shall be covered by all provisions of the collective bargaining agreement. At that time, benefits or rights based on length of continuous service with the Employer shall be based on their original hire date.
- (l) In the event of a reduction in force, part-time employees, regardless of their seniority, shall be reduced before any fulltime employees are laid off. Part-time employees will be laid off in the reverse order of their length of continuous service with the Employer. Part-time employees shall be given first consideration for filling full-time positions.

FOR THE GUILD:
 /s/ Hannah Jo Rayl
 Executive Secretary
 Date: October 6, 1997

FOR THE REPOSITORY:
 /s/ Michael E. Hanke
 General Manager
 10-6-1997

Renewed July 2, 2003

Renewed September 6, 2005


Amended and renewed September 26, 2012

Renewed July 22, 2014

FOR THE GUILD


 Executive Secretary


 Chairperson
 Independent Unit


 Chairperson
 Repository Unit

FOR THE REPOSITORY


 Publisher


 HR Director

**Memorandum of Agreement
Traffic Department**

The following agreement modifies the Collective Bargaining Agreement, in the following respects, where applicable:

1) The Repository agrees that it shall not contract with more than five (5) independent delivery truck drivers.

2) In addition to the exempted position in the Traffic Department of Traffic Department Manager, the Guild agrees to the following two additional exempted positions in the Traffic Department: (1) Traffic Department Supervisor and (1) Traffic Department Distribution Manager.

3) The Repository agrees that all full-time drivers shall be entitled to a five (5) day work week, except under the following limited circumstances: (1) if preprinted advertisements cause a third package to be delivered in any week or (2) during election weeks, with the two circumstances being limited to a total of four six-day straight time delivery events a year for full-time drivers. If a driver is scheduled for a sixth day in a work week to complete a 40-hour week, he or she shall receive a \$35 pay differential for that week (this differential is in addition to any and all other differentials to which the employee is entitled).

4) Truck drivers who are laid off on or before December 31, 2012, notwithstanding Article 5:09, shall receive severance pay at the rate of two weeks for every year of service or major fraction thereof, up to a maximum of 20 weeks pay, paid biweekly. The Employer shall continue to pay its share of the employee's medical insurance costs during the severance period. Coverage during the severance period will count towards the COBRA period.


5) The same severance benefits described in the sentence above shall be given to any driver who voluntarily accepts dismissal pursuant to Article 5:03 on or before December 31, 2012. It is the parties' intention that the number of driver layoffs will be reduced by one for each such voluntary dismissal.


6) The Traffic Department may have up to five (5) part-time positions.


Amended and renewed September 26, 2012

Renewed July 22, 2014

FOR THE GUILD



Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

Memorandum of Agreement Part-time Seniority

The present Memorandum of Agreement Part-Time Seniority of the Collective Bargaining Agreement between the Guild and The Repository requires changes on the reduction in force procedure set forth in Article 5:03.

The parties, after applying Article 13:04 as to all employees and the Memorandum of Agreement regarding the Traffic Department, agree the following concerning part-time employees supersede the MOA signed 12/11/2009:

Part-time employees shall receive seniority credit from their date of hire through December 31, 2007 on the following basis:

- Current part-time employees who have not been eligible for medical benefits, and therefore worked less than 28 hours per week, sixty percent (60%) credit, except for Jennifer Mastroianni, whose prior service hours (16 hours per week as part of job-share) were known, 40%. For example, a part-timer with five years and 10 months of service shall be given credit for three years and six months of service.
- Part-time employees who have been eligible for medical benefits, and therefore worked 28 hours per week or more, shall receive the following credit: Saimi Bergmann, 60%, (based on 24 hours per week as senior employee in job-sharing situation from April 1996 through 12/31/2007) plus full credit for full-time her first four (4) years (1992-96); Diane Hamilton, 80%; Denise Steer, 80%; Brandi Wallick, 80%; Jeanne Smith, 60% plus two weeks; any employee falling into this category, but not named here, 80%.

From January 1, 2008, forward, any bargaining unit employee who works or worked as a part-time employee shall have their amount of seniority credited as follows: such employee shall have his/her total hours worked or paid for in any calendar year divided by 1,664 to determine the amount of seniority credited for that calendar year; provided that no employee shall be credited with more than one (1) full year of seniority in any given year. The amount of seniority after January 1, 2008, shall be added to the amount of seniority earned prior to January 1, 2008, based on the above, to arrive at a total of years of seniority. This "seniority total" shall be applied backwards from the date of any reduction in force Notice to determine an adjusted date of hire, for purposes of slotting that employee into the overall bargaining unit seniority list.


Any part-time employee who refuses a full-time assignment within their classification within their department, other than for reasons related to the Americans With Disabilities Act, any other handicap discrimination statute, or the Family Medical Leave Act, as a consequence of a staffing reassignment caused by a reduction in force shall be laid off by the Employer, regardless of their seniority, in place of the less senior employee who otherwise would have been laid off. The above stipulations apply solely to the reduction in force procedure in Article 5:03.

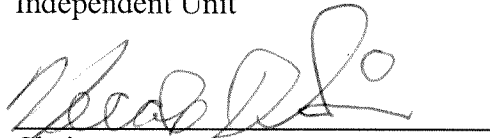
Amended and renewed September 26, 2012

Renewed July 22, 2014

FOR THE GUILD



Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

Memorandum of Agreement Content Sharing

- The expressed purpose of content sharing shall be to enhance news coverage for The Independent and The Repository by increasing their ability to provide stories, photos and multimedia such as videos and audio on a wider range of events. It is expressly understood that the intent of content sharing is not to maintain current coverage at The Independent and The Repository with fewer reporters or photographers. No reduction of reporters or photographers at either newspaper will occur as a direct result of content sharing. It is further understood that the intent of content sharing is not to replace content in The Repository and/or The Independent through the use of reporters and/or photographers from the Dover Times-Reporter or The Suburbanite or any other GateHouse Ohio property.

The Guild payroll of the editorial department at The Independent shall be maintained at a level ratio, to be defined and agreed upon by both parties, with the Guild payroll of the editorial department of The Repository, based on the year-end salaries for employees on the two papers' payrolls as of the date the contract is ratified. Those employees that do not have full-year normal salaries will be annualized. This ratio will be exclusive of any changes due to retirement, promotion, resignation, or death.

- Any photo, story, or multimedia such as video or audio produced by a Repository reporter or photographer or by an Independent reporter or photographer may be used in either newspaper.

- This agreement shall permit Guild bargaining unit employees at The Repository who do page design work to do such work for any other GateHouse Ohio newspaper, except that such Repository employees may only design pages for The Independent that are common to The Repository and The Independent, except in cases of emergency. Repository bargaining unit employees shall do page design work for The Repository.

- The further intent of this agreement is to permit greater flexibility to increase efficiency in an effort to get more content overall, not to lay people off. Within that framework, supervisors will be permitted to coordinate work between The Repository and The Independent to assist in eliminating double coverage. This includes having a supervisor from The Repository or The Independent direct the work of journalists at either newspaper. Journalists at The Repository and The Independent will be permitted to work jointly – both side by side and cooperatively from separate locations – on individual stories and/or projects, except that any Guild bargaining unit employee of The Independent who performs work at The Repository on content that appears in The Repository or on cantonrep.com shall receive the corresponding hourly rate in The Repository contract (maximum “After 4 years” rate) for the hours worked.

With respect to sports coverage, the following restrictions apply:

- All Massillon Washington High School varsity football games shall be covered by an Independent bargaining unit reporter.

- All McKinley High School varsity football games shall be covered by a Repository bargaining unit reporter.

- Except to the extent modified by this side letter, the jurisdiction language in the collective bargaining agreements at The Repository and The Independent shall prevail.


- The terms of this content-sharing side letter shall become null and void with the sale of either The Repository or The Independent.

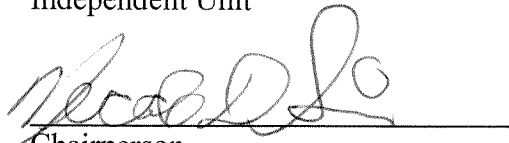
Amended and renewed September 26, 2012

Amended and renewed July 22, 2014

FOR THE GUILD


Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

**Memorandum of Understanding
Advertising Service Department**

Union and management enter into Memorandum of Understanding effective with the signing of the contract.


- Union acknowledges that the digital advertising building/creation is outside of Union Jurisdiction and that the pending Grievance is resolved.
- Advertising artist, advertising paginator and advertising service departments will be combined into a single department.
- Classified advertising supervisor (Rose Soliday) joins combined department as Senior Clerk with Paginator pay scale (top minimum). The classified Advertising Supervisor title is deleted from Article 1:02 of the Collective Bargaining Agreement.
- The number of excluded confidential secretary positions in Article 1:02 of the Collective Bargaining Agreement is decreased from four (4) to three (3).
- Employer agrees to maintain one (1) advertising pagination positions and one (1) senior clerk position for the duration of this Agreement. Employer agrees to maintain one (1) advertising artist position for a minimum of the duration of this Agreement.
- If any of the employees in the above named positions should be laid off after the period designated above, and notwithstanding Article 5:09, severance will be at the rate of two weeks for every year of service or major fraction thereof, up to a maximum of 20 weeks pay, paid biweekly. The Employer shall continue to pay its share of the employee's medical insurance costs during the severance period. Coverage during the severance period will count towards the COBRA period.

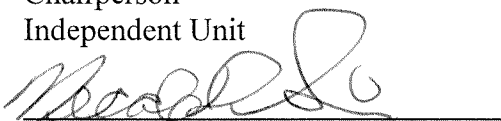
Date of signing: September 26, 2012

Amended and renewed July 22, 2014

FOR THE GUILD


Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

**Memorandum of Agreement
Universal News Production Desk**

Following discussions on the Employer's request to institute a Universal News Production Desk (the Desk) at The Repository to handle all print and most Web publishing for The Repository, The Independent and The Times-Reporter, including all special sections and About Magazine as well as some pages for The Suburbanite, the Guild and the Employer agree on the following.

1. The Desk and work will be located at The Repository editorial offices. Any terms and conditions of employment not addressed by this MOA will be governed by the collective bargaining agreement between the Guild and the Repository (Rep CBA).
2. Two newsroom positions at The Independent will be transferred to the universal news production desk at The Repository. The exclusive way this will be accomplished is via a job posting at The Independent open to all newsroom employees in the Guild bargaining unit. The Repository will give consideration to all who apply, but will be free to choose the two applicants it deems most capable. The two will begin their duties at The Repository as soon as practicable. They will be placed in the wage classification of Reporters, Graphic Designers, Deskpersons, Photographers, Advertising Display/Outside Classified Salespersons, and will be given credit for previous experience per the Rep CBA.
3. Seniority for the two employees who go from Massillon to Canton will be determined by date of hire at The Independent for all purposes except reduction in force, for which their start date at The Repository will be used. Any tie for seniority will be broken by their Independent date of hire.
4. Additionally, previously non-union work from The Times-Reporter will be added to the Desk and will be performed by Guild members.
5. Content sharing. The Memorandum of Agreement on Content Sharing shall remain in effect except that:
 - a) The transfer of two Independent positions and the hiring of the two Independent applicant / employees to the Desk at The Repository shall be permitted.
 - b) The "level ratio" of the Guild payroll of the editorial departments of The Independent and The Repository shall be recalculated after the transfer of the two Independent positions to the Desk at The Repository, and maintained at the new level.
 - c) The Desk at The Repository shall be permitted to do page design work for any other newspaper.
6. No layoffs. There will be no layoffs of newsroom employees at The Repository or The Independent as a result of the establishment of the Desk through September 5, 2011.
7. The parties agree that The Times-Reporter work that was transferred to the Guild jurisdiction of the Desk at The Repository may be withdrawn from the Guild's jurisdiction and transferred back to the Times-Reporter. If the universal desk reverts back to reestablishing a desk at The Independent, all contractual agreements existing

immediately prior to this memo would be in effect. Also, the parties agree The Independent work transferred to the Desk at The Repository will return to The Independent. The two employees from The Independent who were hired by The Repository shall have the option of returning to The Independent at their former rates of pay.

8. No Repository employee hired prior to the effective date of this MOA shall be disciplined for failing to properly perform an assignment involving work from The Times-Reporter or The Independent provided the employee has shown a good-faith effort to perform the work. No employee hired to the universal desk from The Independent shall be disciplined for failing to properly perform an assignment involving work from The Repository or The Times-Reporter provided the employee has shown a good-faith effort to perform the work. Nothing in this paragraph is intended to limit the Employer's right to dispense discipline for "just and sufficient cause" in cases where employees refuse or otherwise fail to carry out assignments as a result of their neglect or misconduct.

9. The Repository will provide bargaining unit employees who work on the universal desk the training, coaching and assistance necessary to perform assigned work.

10. The Guild shall appoint up to five (5) Editorial Department bargaining unit employees and the Employer shall appoint Editorial Department excluded employees to a joint Guild-Management Committee for the purpose of fostering consultation and cooperation on non-contractual matters relating to the changes facing employees in both The Repository and The Independent bargaining units caused by the universal desk. The joint committee shall take up mutual concerns on issues such as organization, division of work, training, workload, style sheets, print formats, web postings, role of graphic artists as well as any other matter the parties agree to discuss. The committee shall meet at the call of either party and its deliberations shall be consultative in nature, but not ultimately binding on the Employer.

Except to the extent modified by this memorandum, language in the collective bargaining agreements at The Repository and The Independent shall prevail. This Memorandum shall not be a precedent in any other matter.


The terms of this MOA shall expire September 5, 2011, unless renewed or modified during negotiations for new collective bargaining agreements at The Repository and The Independent.


Signed September 22, 2010

Renewed July 22, 2014

FOR THE GUILD



Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director

Memorandum of Agreement
Merging of Massillon Independent bargaining unit into Repository contract

During negotiations for a new collective bargaining agreement between Copley Ohio Newspapers, Inc. d/b/a The Independent (“The Independent”) and the Northeast Ohio Newspaper Guild, Local One (“Guild”), the parties agreed to merge The Independent bargaining unit into the bargaining unit of Guild employees at The Repository (“The Repository”), its independent, sister newspaper which is a party to the collective bargaining agreement dated September 6, 2011 to September 5, 2014 (“CBA”). Effective with the execution of this Memorandum of Agreement (“Memorandum”), it is recognized by the parties that the CBA covers the existing Guild bargaining unit positions at The Independent (“Inde Employees”). Except to the extent modified by this Memorandum, the terms and conditions of the CBA shall apply to and cover the Inde Employees. It is the intent of the parties that the Inde Employees in the following departments: editorial, advertising, business office, circulation, janitorial, and maintenance of The Independent excepting employees who are members of other recognized unions in other departments, shall be considered new additional covered positions under the CBA even though not covered under the existing language of the preamble, Article 1:01 and 1:02 of the CBA which are specific to covered positions of The Repository. The Inde Employees’ classification, job title and department shall be specific to The Independent. The parties agree that all positions at The Independent that are not part of the Guild shall be deemed excluded from the CBA. The Independent remains a separate newspaper, but the flow of work between The Repository and The Independent newspapers shall not be encumbered by separate collective bargaining agreements. It is not the intent of the parties that the employees at the two newspapers be interchangeable, though their work will be interchangeable. The terms of this Memorandum shall take effect upon signing (“Effective Date”), except where stated otherwise.

Employees’ seniority for all purposes, including but not limited to those related to a reduction in force pursuant to Article 5 of the CBA, shall be specific to the newspaper, either the Repository or the Independent, as well as to the department and classification of the respective newspaper as applicable. Reporters and deskpersons at the newspapers shall be considered to have separate job titles specific to their respective newspaper for purposes of Article 5:03. If an Inde Employee transfers to and holds a Guild covered position at The Repository that employee’s seniority at the Independent does not transfer to the Repository position; the transferred Inde Employee starts at the bottom of the Repository seniority. However, a transferred Inde Employee will maintain their seniority of The Independent for purposes of bumping rights at The Independent. A transferred Inde Employee has the right to bump back (seniority permitting) to a job (department and classification permitting) at The Independent if there is a reduction in force at The Repository that results in said employee being laid off. If the transferred Inde Employee does bump back to The Independent, the employee’s pay will be reduced upon return to The Independent level, plus any merit pay he/she may have had.

Per the CBA, Inde Employees will begin working a 40-hour week effective with the first full pay period following the Effective Date. Effective with the first full pay period following the Effective Date, full-time Inde Employees will receiving a 6.7% pay increase to reflect the increase in hours from a 37.5-hour week and the part-time clerk

will receive a 6.7% hourly pay increase, as well as a resulting increase to eight-hour daily shifts. The parties acknowledge that Article 14 of the CBA is modified for the Inde Employees by the terms of the Memorandum.

Effective with the first full pay period following the first anniversary date of the Effective Date, all A classification Inde Employees will be moved to the next higher step on The Repository minimum wage scale for their classification, but not to exceed the level two steps from the top minimum rate; B and C classification Inde Employees will be moved up to the next higher step on The Repository wage scale for their respective classifications, but not to exceed the level one step from the top rate.

Any Inde Employee who is transferred into a Guild covered position at The Repository, regardless of their physical work location, will follow the wage scale in effect for Guild covered Repository employees without limitation.

There shall be no layoff of any Inde Employee through September 26, 2013, with the sole exception that the maintenance position will be outsourced and eliminated six months after the Effective Date. The employee in the maintenance position will receive the 20 weeks' severance pay due under Exhibit 1 – Guild Severance List (as of 1/31/01) – The Independent (exhibit is attached to this Memorandum).

The Employer shall make Inde Employees whole (full pay) for sick leave for the number of weeks of fully paid sick leave employees had earned as of 1/1/2011, up to a maximum of eight (8) weeks. See Exhibit 2 – Guild Sick Leave List attached to this Memorandum.

Inde Employees shall maintain their current level of vacation as they transition to the vacation language set forth Article 8 of the CBA, except that any Inde Employee who would have moved to the four-week vacation level beginning in 2014 shall still do so.

Inde Employees who apply will get first consideration for job openings at The Repository, and if selected would be subject to the transfer language in Article 15:01 of the CBA. Inde Employees would have the right to refuse to go to The Repository without penalty or prejudice as long as the position they hold at The Independent is not part of a reduction in force. If the job is being eliminated or subject to a reduction in force at The Independent, Inde Employees will be laid off, in the discretion of the Employer, if they refuse to go to The Repository. Employees holding Guild covered positions at the Repository cannot be transferred to The Independent without their consent, and their refusal will be without penalty or prejudice.

After consideration of the changes resulting from this Memorandum, any sections of the Memorandum of Understanding regarding cross selling of advertising, renewed by The Guild and The Repository 9/26/12, that would be reasonably applicable shall remain in effect, but specifically jurisdiction language as it pertains to The Times-Reporter shall remain in effect.

- In accordance with the terms of this Memorandum, and with the understanding that Independent advertising salespersons are responsible primarily for Independent sales and that Repository advertising salespersons are primarily

responsible for Repository sales, with some cross sell back and forth, employees in the bargaining unit employed in advertising sales may sell advertising in any publication of Copley Ohio Newspapers Inc. This includes, but is not limited to, employees of The Repository selling advertising into The Independent and employees of The Independent selling advertising into The Repository.

- The parties' expectation is that one result of this Memorandum is that each advertising account will be served by no more than one advertising sales representative, where feasible. Both parties acknowledge that there may be exceptions to this general rule and the Employer shall determine which accounts shall continue to be serviced by more than one sales representative.
- This Memorandum, with the understanding that Independent advertising salespersons are responsible primarily for Independent sales and that Repository advertising salespersons are primarily responsible for Repository sales, with some cross sell back and forth, in no way restricts the Employer's ability to determine sales account and sales territory assignment among advertising sales representatives.

With the merging of Inde Employees into the bargaining unit covered by the CBA and considering the terms as outlined above, only the following aspects of the Memorandum of Agreement/Content Sharing, signed by the parties 9/26/12, shall remain in effect:

- The understanding that content in The Repository or The Independent is not to be replaced through the use of reporters and/or photographers from The Times-Reporter or The Suburbanite or any other GateHouse Ohio property.
- The Guild payroll of the editorial department at The Independent shall be maintained at a level ratio, as previously defined and agreed to by the parties, with the Guild payroll of the editorial department of The Repository.
- Supervisors will be permitted to coordinate work between The Repository and The Independent to assist in eliminating double coverage.
- Terms of the Memorandum to settle the grievance and arbitration demand by the Guild.


The Memorandum of Agreement Universal News Production Desk, renewed by the parties 9/26/12, shall remain in effect except for those changes necessitated by, or resulting from, the implementation of this Memorandum.


Signed April 16, 2013

Renewed July 22, 2014

FOR THE GUILD



Executive Secretary


Chairperson
Independent Unit


Chairperson
Repository Unit

FOR THE REPOSITORY


Publisher


HR Director