

EXHIBIT B

12-13, 2012

Mr. Rollie Dreussi
Local One – Northeast Ohio
Newspaper Guild
1400 E. Schaaf Road
Brooklyn Hts., OH 44131-1322

Dear Rollie:

During the discussions leading to the extension of the Plain Dealer Publishing Co. and Northeast Ohio Newspaper Guild collective bargaining agreement through February 28, 2019 it was agreed as follows:

- 1) No sooner than May 1, 2013 the Company shall reduce the number of employees in the bargaining unit to 110 named employees. The employees who remain on the payroll, whose names will be set forth on a document which shall be initialed by the parties at that time, except as set forth in the next sentence, shall not be subject to layoff through the February 28, 2019 expiration date of the extended collective bargaining agreement. Effective January 1, 2015 the Company shall have the ability to lay off five additional employees. This no layoff provision is null and void in the event the Company ceases to publish a print edition of The Plain Dealer on newsprint at least one day a week. Special editions or tabs and pre-print advertising and similar printed materials shall not be considered to be a print edition of The Plain Dealer on newsprint.
- 2) The Company shall have the right to select employees to be laid off as described in paragraph 1) above within its sole discretion using whatever criteria it deems appropriate and the Union and its members waive any and all rights to grieve and/or arbitrate such layoffs under any provision of the collective bargaining agreement, including, but not limited to, Article X, Section 1 and Article XII or challenge the layoffs in any other forum.
- 3) In consideration of waiving any and all contractual rights and other rights as set forth in paragraph 2) above, in addition to receiving severance pay pursuant to Article V of the collective bargaining agreement, laid off employees who execute the Company's Release and Settlement of All Claims shall receive the following benefits based on their years of service at the time of their layoff:
 - a) Additional Company contributions to the Welfare Fund calculated at one week for every six full months of employment, up to a maximum of 12 months of contributions. Laid off employees shall have the option to take the equivalent amount of the continued welfare contributions (\$682.75 per month) in the form of a lump-sum payment less any deductions required by law. With 30 days written notice to the Company, laid off employees may elect to convert the remaining

amount of their Company-paid welfare contributions into the form of a lump-sum payment, less any deductions required by law.

- b) At the laid off employee's option, a one-time lump-sum payment of \$2,000.00, less any deductions required by law, or three (3) months of additional Company contributions to the Welfare Fund.

- 4) Laid off employees who choose not to execute a Release and Settlement of All Claims will receive severance pay pursuant to Article V of the collective bargaining agreement, but will not be entitled to receive any of the additional benefits outlined in paragraph 3) above, nor will they or the Union have any ability grieve and/or arbitrate their layoff under any provision of the collective bargaining agreement, including, but not limited to, Article X, Section 1 and Article XII.

- 5) Employees laid off pursuant to the terms of this agreement shall not be covered by the contractual rehire provisions of the collective bargaining agreement in Article X Section 3.

- 6) This agreement containing a no layoff commitment shall cease and be of no further force or effect after February 28, 2019 and, as previously agreed to in the parties' June 16, 2010 Settlement Agreement, the Company and Union agree that any subsequent reductions in force after February 28, 2019 will be governed by Article X, Section 1 of the collective bargaining agreement, as may be amended from time to time.

If the foregoing accurately reflects our understanding, please sign this letter where indicated below and return it to me.

Sincerely,



William Calaiacovo

Agreed:

Rollie Drenth 12-12-12
Northeast Ohio Newspaper Guild Date