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AGREEMENT
Between
THE BUFFALO NEWS
and
THE NEWSPAPER GUILD OF BUFFALO

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This contract is made as of the first day of August 2014 between The Buffalo News Inc., a wholly-owned subsidiary of Berkshire Hathaway, Inc., ("The News"), and The Newspaper Guild of Buffalo, Local 31026, The Newspaper Guild/CWA, AFL-CIO, ("the Guild"), for itself and on behalf of the employees described in Article 1. The News recognizes the Guild as the sole and exclusive agent for all the employees covered by this contract subject, however, to any provisions of this contract to the contrary.

Article 1- Coverage

1. The provisions of this contract will cover the following employees:

A. Employees of the Editorial Department of The News, including part-time employees and full–time Western New York correspondents, but excluding the Publisher, the Promotion Director, the Editor, the Executive Editor, the Managing Editors, Deputy Managing Editors, the Assistant Managing Editors, the Editorial Page Editor, the Executive City Editor, the City Editor, their secretaries, the Executive Sports Editor, the two News Editors, the Library Systems Director, the Washington and Albany bureaus; Executive Business Editor, Chief Copy Editors (Milt Joffe grandfathered); one Graphics Editor, one Design Editor; Urban Affairs Editor (only while that position is held by Rod Watson).

B. The District Managers in the Circulation/Delivery & Transportation Department, excluding: Circulation Director, Executive Secretary to the Circulation Director, five Division Managers, Single Copy Manager, Home Delivery Manager, Circulation Administrative Manager, Retention Manager, Data Systems Manager, Classroom Coordinator. The Inside Circulation/Marketing and Subscriber Services Department employees excluding: Circulation Service Supervisor, Customer Service Supervisor and N.I.E. Manager.

C. The Inside Classified Advertising Department employees, excluding the Advertising Director, Assistant Advertising Director,

Classified Advertising Manager, Classified Sales Manager, Real Estate Sales Manager, Automotive Sales Manager, Employment Sales Manager, and three telephone sales supervisors.

D. All employees employed by The News in its One News Plaza, Buffalo, New York facility in the Accounting, Bookkeeping and Credit Departments ("ABC"), excluding: Chief Financial Officer, Administrative Assistant to the Chief Financial Officer, Comptroller, Assistant Comptroller, Advertising Account Manager, Credit Manager, Purchasing/Accounts Payable Manager, Circulation Accounting Manager, and the Internal Auditors.

2. The jurisdiction of the Guild is the kind of work normally or presently performed within the unit covered by this contract, and new or additional work assigned to be performed within the unit. The performance of such work will be assigned to employees covered by this contract. Persons holding the positions listed in the exclusions in Section 1 or added to Section 1 will not perform bargaining unit work except as performed in the past, and/or similar work that may result from the introduction of new equipment or new processes, and performance of such work by persons in those positions will not be for the purpose of diminishing the number of employees in the bargaining unit and will not be an alternative to the assignment of overtime. As a result of the 1987 negotiations in which the News Editors were excluded from the bargaining unit, the work of the News Editors will not be considered bargaining unit work, however, the work of Assistant News Editor remains bargaining-unit work. To facilitate scheduling, The News may assign two (2) excluded persons on the same shift to the News Desk. In addition, whenever the parties agree there is an emergency, such exempt persons may perform such work during such emergency which will not be for an unreasonable period of time. This will in no way prevent the use of free-lance or syndicated materials.

Notwithstanding the above provisions, a News employee who is a member of a non-Guild bargaining unit may be assigned to work in the editorial department for up to four months without initiating Guild membership. In non-editorial departments, The News will notify the Guild in advance of any anticipated transfer, except in emergencies, of a non–Guild bargaining unit employee into Guild jurisdiction. The parties will meet to resolve any issues affecting the employment relationship. If no resolution is reached, the transfer will be accomplished pursuant to the terms of this agreement.

3. The Guild will be given three months' notice prior to the introduction of new equipment or new processes when such introduction

would result in the reduction of the staff. Any such reduction will be accomplished by attrition, except The News may transfer employees to positions covered by this contract for which they are qualified at no reduction in pay.

Any such transfers will be accomplished using the seniority and bumping guidelines outlined in Article 6, Sections 2 and 3 of this Agreement.

Prior to making any transfers, The News will solicit voluntary dismissals and voluntary transfers from affected job classifications with preference given to senior employees. Employees who elect a voluntary dismissal under this section shall receive severance payments pursuant to Article 7 of this agreement.

4. The News retains the right to supplement its Niagara County coverage with the use of stringers. No stringer will be assigned exclusively to write obituaries. The News will continue to follow past practices with regard to assignments to stringers.

5. A. Notwithstanding anything contained in the contract to the contrary, all non-advertising material contained in an advertising section which section is to be prepared from a positive point of view may be prepared and edited outside the jurisdiction of the Guild provided each page that contains such material will clearly set forth that it is advertising material, including but not limited to the "Home Finder" and "Home Guide".

B. In recognition of a shared interest in serving readers, The Buffalo News and The Buffalo Newspaper Guild agree to the following guidelines on advertorials. The guidelines are based upon mutually agreed goal of avoiding deception of the reader.

a.) Disclaimers of at least 10 point type indicating the advertorial section was prepared by the advertising department of The Buffalo News will be used on section covers. Eight point bold face type will be used at the top of all inside pages unless the entire page is displaying advertising. The intent is to make the disclaimers legible. Each section will carry a box informing readers that the section is not a product of the newsroom.

ROP ads that resemble news copy will be marked advertising above the ad. Headline dress and body type used on such advertising will differ from regular Buffalo News styles.

b) The word "News" will not be used in column signatures and section names of advertorial sections produced by The Buffalo News. The News will discourage advertisers from using "News"

in advertorial section names and column signatures prepared by the advertiser.

c) Layout of advertorial section covers will not imitate regular Buffalo News sections. Headline dress and body type used on inside pages will differ from regular Buffalo News styles. Notice of the ban on style imitation will be provided advertisers as part of rate card information.

d) Bylines and other credit lines in advertorials will not carry the designations of editor, staff reporter or otherwise intimate the material was prepared by a journalist. The News, when feasible, will tie articles to the writer or organization involved to minimize any misunderstanding about the origin of views expressed.

e) The News will inform the Guild, in a timely fashion, prior to initial publication, of any new advertorial section that will appear on a quarterly basis or more frequently each year.

f) The Guild and News agree to meet in a timely fashion to review problems with published advertorial material. This review procedure, when requested by either party, would be a means for continuing communication between The News and the Guild on advertorials.

g) The parties recognize that this Agreement does not apply to Homefinder, except that each page of Homefinder shall clearly set forth that it is advertising material.

6. The Guild will not claim jurisdiction over duties performed by the director of promotion, whose duties include writing of Cappy Dick, Jingo and Scoreball stories and stories on promotional contests run by the company; conducting tours of the building; and preparation of The News-News. The stories written by the director of promotion, the length of which would normally receive a byline, will be given his/her by-line and be identified as written by the director of promotion.

7. If The News establishes a new position(s) in any department represented by the Guild and if The News asserts the new position(s) should be excluded from Guild representation, then a fifteen (15) day notice will be given to the Guild. Such notice shall include a copy of the job description for such position(s). The parties will meet within that fifteen (15) day period to discuss the management assertion. If the parties agree that the new position(s) is not to be excluded under Section 1, the parties will agree on the proper placement of the new position(s) within the minimum wage schedule of Article 2. If no agreement is reached within forty–five (45) days of first notice, the Guild may submit

the question to binding arbitration under Article 17 of this contract. The arbitrator's decision will be based on the National Labor Relations Act, as amended, and such criteria and standards as have been established by the National Labor Relations Board.

Article 2 - Minimum Wages

1. Beginning February 1, 2010, the schedule of minimum wages for the Editorial Department will be:

Group A: Features Chief Copy Editor, Features Editor, Arts Editor, Cartoonist, Editorial Writers, Magazine Editor, Deputy Sports Editor, Wire Editor, Night Wire Editor, Night Financial Editor, Night City Editor, Night Sports Editor, Data Driven Enterprise Editor, Picture Editors, Chief Photographer, Northtown Bureau Coordinator, Niagara Bureau Coordinator.

All experience steps:	1,317.77

Group B: Features Assistant Chief Copy Editor, Assistant Chief Copy Editor, Assistant City Editor, Assistant News Editor Assistant Sports Editor, Assistant Wire Editor, Assistant Financial Editor, Assistant Graphics Editor, TV Topics Editor, Make-up Editor, Librarian, Assistant Lifestyles Editor, Computer Assisted Reporting Editor, Senior Sports Columnist

All experience steps:	1,264.32

Group C: Copy Editors, Rewrite, Music Critic, Drama Critic, Art Critic, Columnists, Magazine Artist-Designer

After 5 years	1,217.76
After 4 years	1,127.34
After 3 years	1,032.80
After 2 years	938.31
After 1 year	843.77
Beginner	749.24

Group D: Reporters, Photographers, Artists, News Researcher, other employees engaged in the preparation of news, editorials, features, art, photographs

After 5 years	1,204.80
After 4 years	1,056.46
After 3 years	938.31
After 2 years	820.16
After 1 year	713.78
Beginner	654.72

Group E: Chief Copy Aide, Darkroom Technician, Night City Desk Clerk, Information Specialists

After 5 years	832.74
After 4 years	773.70
After 3 years	714.62
After 2 years	655.56
After 1 year	596.50
Beginner	537.47

Group F: Editorial Assistants, Telephone Operators, Dictation Clerks, Library Assistants, Niagara Falls Bureau Clerk

After 4 years	656.24
After 3 years	617.25
After 2 years	578.21
After 1 year	539.14
After 6 mos.	500.09
Beginner	461.03

Group G: Interns, Sports Clerks

After 1 year	444.39
Beginner	408.95

Group H: Temporary News Aides

After first year	393.02
First year	357.57

2. Beginning February 1, 2010, the schedule of minimum wages for the Circulation Department will be:

Group A1: District Managers, District Sales Advisors

After 3 years	1,013.68
After 2.5 years	926.07
After 2 years	876.27
After 1.5 years	848.87
After 1 year	745.67
After 6 mos.	693.13
Beginner	677.86

Group A2: District Managers, District Sales Advisors hired after 8/1/07:

After 2 years	876.27
After 1.5 years	848.87
After 1 year	745.67
After 6 mos.	693.13
Beginner	677.86

Group A3: hourly rate for part-time District Managers hired after 8/1/07:

After 1.5 years	18.54
After 1 year	18.03
Beginner	17.51

Group B: Service Desk Clerks, Transportation Clerks, Draw Control Clerks, N.I.E. Clerks, Single Copy Sales Clerks, Division Lead Clerks and Secretaries to Assistant Circulation Director, Circulation Manager, and Circulation Marketing Manager.

After 4 years	695.69
After 3 years	657.95
After 2 years	628.97
After 1 year	599.41
After 3 mos.	587.58
Beginner	573.40

Group C: Customer Service Clerks

After 4 years	626.43
After 3 years	592.84
After 2 years	559.26
After 1 year	525.67
After 6 mos.	492.09
Beginner	458.89

3. Beginning February 1, 2010, the schedule of minimum wages for the Classified Advertising Department will be:

Group B: Telephone Sales Representatives Inside Division

After 4 years	670.96
After 3 years	658.19
After 2 years	646.07
After 1.5 years	613.25
After 1 year	595.31
After 6 mos.	557.90
Beginner	533.26

Group B: Telephone Sales Representatives Account Division

After 4 years	677.66
After 3 years	664.78
After 2 years	652.53
After 1.5 years	619.39
After 1 year	601.27
After 6 mos.	563.48
Beginner	538.59

Inside and Account divisions will remain as one contract classification for all purposes.

Telephone sales representatives will also earn an incentive pursuant to a plan as agreed upon between the parties.

4. Beginning February 1, 2010, the schedule of minimum wages for the ABC Department will be:

Accounting Clerks

After 4 years	695.69
After 3 years	655.38
After 2 years	614.56
After 1 year	573.99
After 6 mos.	533.44
Beginner	492.89

5. The Advertising Customer Service Department was dissolved by The News in 2011, with the understanding that all the work performed by that department would be reassigned to bargaining unit departments. In the event The News repopulates this department or hires employees to perform work similar in function or purpose to that of the Customer Service Department, those employees will be added to the bargaining unit and paid at the rates applicable to Accounting Clerks, along with an incentive of thirty cents for each paid classified advertisement they sell, or paid pursuant to the incentive program under which they normally work, whichever is greater.

Additionally, The News will provide a bonus of $500 to each part-time employee and $1000 to each full-time employee on the payroll as of the date of ratification, excluding interns. Effective the first payroll week of February 2016 (or the signing of this agreement, whichever is later), The News will provide a second bonus of $500 to each part-time employee and $750 to each full-time employee, excluding interns.

6. Differentials: Employees assigned to night work will be paid all applicable differentials as follows:

A. Those who perform the major portion of their work between 6:00 p.m. and 6:00 a.m. will receive $9 per night effective 8/1/03.

B. Employees who perform the major portion of their work between 6:00 p.m. Sunday and 6:00 a.m. Monday morning will receive $12 per night effective 8/1/03

C. Employees who perform the major portion of their work between 6:00 p.m. and 6:00 a.m. two or three days in a work week and the other two or three days in that work week perform the major portion of

their work between 6:00 a.m. and 6:00 p.m. will receive $9 for that week effective 8/1/03.

7. An individual employee has the right to bargain with The News for pay above the minimum. The Guild reserves the right to bargain on individual merit increases.

8. Wages will be paid not less than bi-weekly. The Guild and The News will meet and confer regarding the transition to bi-weekly pay at least 30 days before the change is planned.

9. Employees will be paid at the rate for the position they hold in accordance with the tables set forth above. There will be no reduction in wages except as provided in Article 12, Sections 3 and 5 of this contract, and except that any employee who is reassigned at their request to a different group will receive the appropriate pay provided for that group, plus any merit pay the employee may have previously received when he or she worked in the group to which he or she is reassigned.

10. An employee who works in a classification higher than their regular classification will receive the progression rate in the higher classification which is next higher to their regular rate, or $6 per shift, whichever is greater. When an employee's regular rate is higher than the top progression in the next highest classification, they will receive their regular rate for work in the higher classification plus their merit pay, if any.

A. Employees in Groups E and F may be assigned the following or similar duties: gather and write standardized stories such as golden years; routine obituaries; wedding and engagement notices; business shorts; financial calendar; entertainment listings, briefs and notes; meetings notices; and assembling tabular matter. When employees in Groups E and F perform such Group D duties, they shall be paid at a rate not less than the beginner's rate of pay for Group D, or $6 per shift, whichever is greater.

11. Except as stipulated in Article 12, Section 4, The News will have the right to assign employees as trainees in a higher classification up to three months.

12. Notwithstanding the elimination of the News Editor's position from the bargaining unit, when the Assistant News Editors are to be paid a differential for filling in for the News Editors they will be paid at the Group A rate, as per past practice.

13. Student interns are to be regarded as temporary employees for all purposes of this contract.

Article 3 - Guild Membership

1. Any employee who is a member of the Guild on the date of execution of this contract, and any employee who becomes a member of the Guild on or after the date of execution of this contract, will as a condition of employment maintain his/her membership in good standing in the Guild.

2. Any employee hired after the date of execution of this contract will become a member of the Guild within 30 days after their employment, and will be required to maintain their membership in the Guild in good standing as a condition of employment.

3. Membership in the Guild will be available to any employee on the same terms and conditions applicable to other members.

4. In the event of discharge by The News of any employee by reason of the requirements of this article, The News will be relieved of all obligations to such employee under the contract as they relate to severance pay and vacation pay.

5. The News will furnish to the Guild the following information on new employees within one week of starting or transfer and monthly of any subsequent changes:

A. Name and address (if available at time of starting).
B. Date of starting.
C. Classification.
D. Experience rating and experience anniversary date.
E. Wages, including the amounts and, upon request, computation of any compensation.
F. Social Security number.
G. Sex.
H. Minority status.
I. Handicap, if any, if known.
J. Date of birth.

6. The Guild will have the right, on request, to know which employees in the Guild bargaining unit then currently have a News provided personal computer or the access code to The News' computer system and the purpose for such to the extent actually known by The News. The News also will inform the Guild of any request for an employee to work at home as part of an ongoing arrangement, or as a temporary accommodation.

7. Employees will be given copies of information placed in their personnel files. Employees will be allowed to respond to such file information and may choose to make the response part of the file.

Upon sufficient notice, employees may review their personnel files in accordance with procedures established by The News.

8. When The News is required by this contract to provide notice to the Guild, such notice will be conveyed in writing to the department vice chairperson and the Guild office.

Article 4 - Check-Off

1. The News will deduct from the wage due each employee who signs an authorization form and pay to the Guild not later than the first day of the week following pay day all lawful amounts uniformly levied by the Guild against such employees for the current month. Such amounts will be deducted from an employee's wage in accordance with a schedule furnished to The News, said schedule to be followed from paycheck to paycheck unless The News is notified by the Guild before the first of any month of a change therein.

2. The check-off assignments will be made upon the following form:

Assignment and Voluntary Check-off Authorization

To: The Buffalo News

I hereby assign The Newspaper Guild of Buffalo and authorize you to deduct from any wage earned or to be earned by me as your employee an amount equal to all obligations 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 Buffalo.

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 wage then standing to my credit as your employee, and to remit the amount deducted to The Newspaper Guild of Buffalo not later than the first day of the week following each pay day.

This assignment and authorization will remain in effect until revoked by me, but will be irrevocable for a period of one year from the date appearing below or until termination of the contract between The News and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization will be continued automatically and will be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between The News and the Guild, whichever period will be shorter, unless written notice of its revocation is given by me to The News by registered mail not more than

30 and not less than 15 days prior to the expiration of each period of one year, or of each applicable contract between The News and the Guild, whichever occurs sooner. Such notice of revocation will become effective for the calendar month following the calendar month it is received by The News.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given to The News by me in relation to my Guild membership obligations.

_____

Employee's Signature (In Ink) **Date**

Article 5 - Job Security

1. There will be no discharge or dismissal except for just and sufficient cause.

2. The Guild and the employee will be notified in writing at least two weeks in advance of any discharge or dismissal, with the reason stated in such notice, or such employee will receive two weeks pay in lieu of such advance notice, in which event the employee and the Guild will receive at or about the time of discharge written reasons for the discharge or dismissal.

3. There will be no discharge or other discrimination against any employee because of their membership or activity in the Guild, nor because of age, sex, race, creed or national origin, marital or parental status, sexual or affectional preference, religion, veteran's status, or disabilities, nor will there be any such discrimination in violation of any applicable laws or regulations. The Guild and The News will prudently consider and fully consult with each other concerning the facts and remedies available prior to the formal filing of a claim under this section.

4. The News will be the judge of the competence of all employees covered by this contract, provided this is not construed to take away the right of a discharged employee or the Guild to take up the merits of a competency discharge as provided in Article 17 (Grievance and Arbitration Article).

5. Employees will not be required to handle struck work or work destined for struck departments or shops, nor will they be required to cross picket lines at their place of employment, except that there will be no obligation on the part of The News to pay for work not performed because of the failure to cross picket lines or to an employee who takes advantage of the struck work clause as it relates to other departments of The News or its subsidiaries. However, it is understood that the Guild will not ask or require its members to engage in unlawful activity and the Guild agrees not to engage in any unlawful activity.

6. There will be a trial period of six months. Such trial periods may be extended for one three-month period by mutual agreement between The News and the Guild. Beginners, or new employees, after completing their trial periods, will have the same security and benefits under the contract enjoyed by all other employees. For beginners or new employees who have passed their trial periods, the benefit depending upon length of service will be computed from the date of the beginning of their employment with The News. Such employees, if discharged prior to the

expiration of the stipulated trial period, will not have the right to appeal to grievance or arbitration provided in Article 17, if such discharge was for inability to perform the duties of the position.

Article 6—Dismissals to Reduce the Force

1. The News is responsible for controlling the size of its working force. Any dismissal to reduce the force will be only for economic reasons to remedy the stability of the newspaper.

2. All dismissals that may be necessary to reduce the force will be made in each job classification in reverse order of bargaining unit seniority. However, any employee dismissed from their classification may use their bargaining unit seniority to displace a less senior employee in another classification or group, which provides an equal or less rate of pay, if they are competent and able to perform the duties of such junior employee and if bumped to a job in the same group they will retain the same rate of pay and, if in a lower rated group, they will receive the maximum salary of that group or their present salary, whichever is less.

3. Any employee dismissed under Section 2 of this article will be offered the first opportunity in rehiring in their former classification in reverse order in which the dismissal was made when a vacancy occurs in such classification, provided such vacancy occurs within a period of time equal to their length of service as of the date of dismissal or five years from the date of dismissal, whichever is less. The employee will be responsible for promptly notifying The News of any change of address and/or telephone number. The News will provide notice to the employee at their last known address of record.

4. Any employee who refuses a position in the classification from which they were dismissed automatically terminate their claim to further employment by The News.

5. Any employee who was dismissed and is rehired or reinstated will be credited with the length of service they previously accumulated in the employ of The News. In such cases, severance pay accrual will commence on the date of re-employment or reinstatement, provided there will be no loss of accrual credits in the event of the repayment upon re-employment or reinstatement.

6. The News will provide to the Guild in writing a copy of any offer of re-employment and notice of the results thereof.

7. Any employee dismissed to reduce the force, paid severance pay for dismissal and rehired, will pay back to The News an amount equal to

the difference between the dismissal pay they collected and the wages they would have received. Such refund may be made in installments to be determined by mutual agreement.

8. Before any dismissal is made, The News and the Guild will consult and make every effort to find ways to avoid such dismissals.

Article 7 – Severance

1. A regular employee who is dismissed or discharged will receive in a lump sum, a cash severance pay equal to one week's pay for each six months, or major fraction thereof, of continuous and un-interrupted employment as recognized by The News' employment records, the maximum payment not to exceed 48 weeks.

2. Severance pay will not be paid to an employee who provokes his own discharge to collect severance pay, voluntarily resigns or is dismissed upon conviction or written admission of misappropriation of funds. Severance pay will not be paid to an editorial employee who is dismissed for accepting money from a news source in return for written or photographic coverage in the newspaper, if such allegation is made and proven to the satisfaction of The News and the Guild. Severance pay will not be paid to an employee who is dismissed under the terms of Article 29, EAP Requirements for Substance Testing.

3. Severance pay will be based on the employee's rate of pay (excluding overtime but including merit pay and all differentials regularly received) at time of discharge, death or dismissal.

4. Severance pay shall only be paid in the event of death if, and to the extent, the deceased employee's amount of severance pay as determined in Section 1 above, exceeds three times the annual earnings the employee was receiving at the time of death.

5. Section 1 of this article will not apply to beginners, or new employees, until they have completed their trial periods.

Article 8 – Experience

1. In the application of the foregoing schedule of minimums, experience in respect to departmental editors, copy editors, makeup editors, desk personnel, reporters, rewrite personnel and photographers will include experience in any, various or all of the foregoing classifications in the service of The News, or all regular employment in an editorial capacity on any daily English-language newspaper with a daily circulation (as verified by the Audit Bureau of Circulation) of 65,000 or more, news, feature, or other editorial syndicate, national press association or recognized news magazine.

2. The term "experience" as used in reference to other classifications will mean experience in comparable types of work.

3. Any employee who starts at a wage higher than the minimum for their classifiable experience will be credited with an experience rating equivalent to the wage at which they started, or if the wage is between two brackets, then equivalent to the wage bracket immediately below the wage at which they started.

4. If an employee starts between steps, or receives a merit increase which puts them between two brackets, that difference will be continued with each progression step until the employee reaches the top minimum of their classification, at which time the normal operation and application of merits will obtain.

5. Any employee below the top minimum for their classification will receive their next progression of length-of-service increase provided in the contract on the next anniversary of their date of assignment to that classification.

6. Any employee who is granted a leave of absence, except for military service, or seminar, or fellowship, or post-graduate course designed for professional improvement, will not receive experience credit for the period he/she is on leave and his/her anniversary date will be adjusted accordingly.

7. Any employee with no experience, but with a master's degree in journalism from an accredited school of journalism, will be credited with a year of experience.

Article 9 - Work Week

1. The five-day, 37.5-hour week will constitute a work week except as otherwise provided herein.

2. The work day will consist of 7.5 hours falling within 8.5 consecutive hours, exclusive of not less than one-half and not more than one hour for lunch, except that the 8.5 hour limit may be extended by mutual agreement between The News, the Guild and the employee. Upon mutual agreement of The News, the employee and the Guild a four day, 37.5-hour work arrangement may be established.

3. Overtime for more than 7.5 hours in a day or 37.5 hours in a week, exclusive of lunch time, will be compensated in cash at the rate of time and one-half for the time worked. Any employee required to work on the sixth or seventh day will be scheduled for 7.5 hours work and will be compensated at the rate of time and one-half, except as provided in Section 6 of this article. However, it is understood that employees who work a sixth shift may elect to leave work after the required work is completed. In such an instance, the employee will only be paid for the actual hours worked at the rate of time and one-half. Employees working a four-day, 37.5 hour week, will be compensated at the rate of time and one-half after 9.375 hours worked per day or after 37.5 hours per week, or under a schedule negotiated between the Guild and The News to address a specific situation.

4. Any employee who has left the building and is called back after more than 30 minutes from termination of their regular hours of work will receive one hour's pay at the overtime rate for the call, plus the regular overtime rate for the actual time worked on the assignment.

5. Any employee who after midnight is called in two hours or more before they are scheduled to start work will receive one hour's pay for the call at the regular hourly rate of pay.

6. The staff cartoonist will be exempt from the five-day week but not from the 37.5-hour week provision.

7. Each employee who is required to work overtime will facilitate the keeping of overtime records by The News by filing, prior to the next pay day with the person responsible for the assignment, a signed memorandum showing the assignment, date and hours of overtime. In case of a dispute, the pertinent overtime record of the employee affected will be made available to the Guild on request.

8. It is understood the work schedules, including days per week and hours per day, will be determined by The News. The News will determine

positions which are common for the purpose of schedule selection by seniority within the Inside Circulation and Classified Advertising departments.

9. Flex-time may be used at the discretion of the District Manager. For purposes of this section, flex-time is the ability of a District Manager to schedule himself/herself to a 37.5 hour work week best suited to the individual needs of the district and to most efficiently and effectively carry out the primary functions of sales, service and collections. When using flex time on any given day, District Managers are required to provide their immediate supervisors with prior notification of the hours they will not be working. The News retains the right to schedule a District Manager's work week when, for good and sufficient cause, such change becomes necessary for the successful operation of the Circulation Department. Decisions made by District Managers to use flex-time may be reviewed by management and those decisions that adversely affect the District Manager's district shall constitute good and sufficient cause as specified in this section. In the event of a dispute over good and sufficient cause, Article 17, Section 4, will not apply. Employees choosing to schedule themselves under flex-time will be compensated at their regular rate of pay for the first 37.5 hours and Article 9 of the contract will not be applicable. Any work over 37.5 hours in a work week or work on the seventh work day will be paid at the prevailing overtime rate. Either the Guild or The News may terminate this section with 30 days notice to the other party.

10. The Buffalo News and The Buffalo Newspaper Guild agree that the parties may experiment with Job-Sharing in accordance with the following conditions. This experiment shall be without precedential value, and shall be without prejudice to the parties or the employees in the future. The intent of this agreement is to allow two people to share one full-time job.

The parties further agree that the job sharing outline below shall serve as a guideline for job sharing experiments and that each case of job sharing shall be negotiated individually on behalf of all parties involved. An employee has the right to turn down the job sharing agreement and shall face no penalties or discipline for doing so.

1. The agreement must be agreed to by the Guild, The Buffalo News and each employee.

2. Any of the parties may revoke the agreement with at least one month's notice to all of the parties.

3. Each employee shall work on the days and hours scheduled and

agreed to by all parties.

4. Wages are based on hours worked in accordance with the Collective Bargaining Agreement.

5. The Buffalo News and the Guild shall not be compelled to find a job sharing partner for any member or employee.

6. In the case where two regular full-time staff members want to share a job, The News may hire a temporary employee to fill the full-time job during the experimental period, and such temporary employee will be notified at least one month in advance of any job sharing changes that could result in the return of full-time employees to their original jobs.

7. The News will pay the equivalent of 100 percent of one employee's benefits.

Article 10 – Holidays

1. The following holidays will be granted to all employees with full pay: New Year's Day (January lst), Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day (December 25th). The work weeks in which any of these holidays falls will be four-day, 30-hour weeks and the schedule of pay will be:

A. The News may schedule an employee to work four days besides the day of the holiday in a week in which the holiday falls, in which case the employee will receive five days pay, plus, if they work on the holiday, they will receive 7.5 hours pay for the first 3.75 hours worked on the holiday, plus time and one-half for work in excess of 3.75 hours, or Section 3 may apply.

B. The News may schedule an employee to work the day of the holiday plus three other days that week for which the employee will receive four days pay plus 7.5 hours pay for the first 3.75 hours worked on the holiday, plus time and one-half for work in excess of 3.75 hours.

2. The News will grant each full-time employee on the staff at least three months five floating holidays, (or "floats"). The News will grant any part-time employee one floating holiday in any year following a calendar year in which the part-time employee worked 1,250 hours or more. The dates will be determined by mutual agreement at any time during each calendar year.

3. The News will grant an extra day off to employees whose regular day off falls on any of the holidays as enumerated in Section 1 above.

4. Employees whose vacations include any of the holidays enumerated in Section 1 above will receive an extra day of vacation for each such holiday.

5. The News will, by posting, seek volunteers to work the eves and the days of Christmas and New Year's (the eve will include all shifts starting at 4 p.m. or later December 24th and December 31st respectively). For any remaining staff needs on those shifts, The News may assign an individual to work any of those shifts, though such individual will not be required to work two consecutive shifts during the eve and the day of the Holiday. The News will, whenever possible, not assign the same individual to work the same eve or day of the holiday he or she worked the previous year.

6. An employee whose shift begins on any holiday listed in this Article 10, Section 1, or who works the major portion of his or her shift on any holiday listed in Article 10, Section 1, when it falls within his or her usual work schedule will be paid his or her holiday pay plus double-time for the first three hours and forty-five minutes of such shift and time and one-half for the remainder of such shift.

7. A request to use a floating holiday on Martin Luther King's birthday will receive preference in scheduling time off.

Article 11 - Work Assignments

1. Work assignments of all employees will be governed by The News, and The News may prescribe rules not in conflict with the provisions of this contract which may be deemed necessary or desirable in the regulation and operation of its business. Employees will be informed of all rules and written copies will be provided to employees. Additional copies will be available during regular office hours anytime thereafter.

2. No employee will be transferred by The News to work as a regular full-time assignment outside a radius of twenty miles from The News Building (The city of Niagara Falls being deemed within the 20-mile radius) without the employee's consent and payment of all transportation and moving expenses of the employees and their household. There will be no reduction in wages or impairment of any employee benefit as a result of such transfer. No employee will be penalized for refusing such a transfer.

3. Work schedules will be posted openly, for general notice, two weeks in advance of the week for which they apply, except that schedules may be changed on less than two weeks' notice in the case of staff

emergencies not within The News' control.

4. If an employee on the regular day shift is given a special assignment which requires that they work later than 10:30 p.m., they will not be required to report for work until 10 o'clock the following morning or 10 hours from the end of their night assignment, which-ever will occur later. If the night assignment requires that they will work past 3 a.m., except on the day after election or in the case of an emergency or sickness, they will be given the following day off in place of their regular day off.

5. When an editorial employee is sent on an out-of-town assignment, they will be compensated as follows:

A. If the assignment is within a 300-mile radius of Buffalo, travel time to and from the destination will be counted as working time.

B. If the assignment is beyond the 300-mile limit, time while they are traveling will be compensated for only at the straight-time rate for their normal day. Time spent traveling during the normal 8-hour sleeping period is not compensable.

C. If any out-of-town assignment requires that an employee be away from home one or more nights, they will be compensated for each such day at the rate of one-fifth of a day off for each regular working day spent on the assignment. Any employee on an out-of-town assignment on their regular day off will receive one and one-fifth days off for each day off.

D. If the assignment requires overtime work, the employee will be compensated at the usual overtime rates.

E. Time-off earned under this section will be scheduled by mutual agreement between the employee and the employee's supervisor.

F. This section will not apply where employees attend educational meetings or conferences for self–improvement or on assignments where the employee, in effect, is becoming an out-of-town correspondent for a prolonged period of time, nor a reporter who sets up continuous residence during a session of the legislature.

G. Notwithstanding other provisions of this contract to the contrary these rules will apply to any writer or photographer assigned to travel beyond the circulation area of The News to cover the training or playing of sports teams:

1. When a reporter or photographer is out of town for less than three days, such reporter or photographer will be compensated for actual time worked beyond 7.5 hours per day at the prevailing overtime rate. In addition, a total of two-fifths of one day will be awarded to the reporter or

photographer's out-of-town bank to be taken by the mutual consent of the reporter or photographer and their supervisor. For the purpose of this provision actual time worked is defined as the time spent preparing and transmitting stories or photographs.

2. When a reporter or photographer is out-of-town for three days or more, 37.5 hours of actual work time will constitute a work week, except that full flex-time may be used at the discretion of the supervising editor. Such an employee will be paid at the prevailing overtime rate for hours worked beyond 37.5 per week, but all other provisions of Article 9 will not apply for the duration of the out-of-town assignment. For the purposes of this provision, actual work time is defined as the time spent preparing and transmitting stories and photographs. In addition, time will be awarded to the reporter or photographer's out-of-town bank, to be taken at the mutual consent of the reporter or photographer and their supervisor at the following rate:

a) one-fifth of one day for each day of the out-of-town assignment, with the exception for the initial and last day of travel, when one-half day shall be credited to the travel bank for each, if these are regularly-scheduled work days.

b) one day for each day of the out-of-town assignment when the reporter or photographer is not assigned to work.

c) one and one-half days for each regularly scheduled day off spent traveling to or from the out-of-town assignment.

3. No reporter or photographer will be assigned to work on more than 13 consecutive days. All overtime must be approved in advance by a supervising editor.

6. If a district manager starts or finishes his or her work day in the field, his or her work time will be computed from the time he or she begins work in the applicable territory, with no pay for travel time. If a district manager is given a special assignment in the field outside of his or her regular territory, the travel time will be included in the normal work time.

7. The News will give preference to full-time staff members in so-called regular stringer assignments as follows:

A. The News will provide the Guild a list of regular stringer assignments, so that employees can volunteer on their own time to perform those assignments at no greater than regular stringer rates.

B. With respect to such assignments presently being covered by stringers, such as town board or school board coverage, in order to obtain preference for such volunteer assignment they must agree to fulfill the stringer assignment on a regular basis.

C. In arts department assignments, where a particular expertise may be required, the employee must demonstrate to the arts editor that they are qualified to serve as a critic for the assignment.

8. In order to expedite publication of The News, excluded newsroom managers and supervisors may perform work contained in the editing process, (i.e. shaping, editing and reworking textual materials) provided such work shall not be:

A. performed on a scheduled or regularly recurring basis.

B. for the purpose of curtailing overtime.

C. in substitution for a shift that would normally have been worked by Guild personnel.

It is understood that excluded personnel may continue to perform regular editing duties as performed in the past and which are consistent with the responsibilities of their positions. This agreement in no way alters the agreement reached in 1987 with regard to the scheduling and utilization of excluded news editors as contained in Article 1, Section 2 of the collective bargaining agreement.

9. The News may, by posting, seek volunteers from among the Guild bargaining unit to temporarily perform the kind of work not normally or presently performed within the unit under the following terms:

A. Prior to any temporary assignment, The News shall provide the Guild with written notice as to the nature and location of the assignment, and who will be performing the assignment. Such notice shall include the proposed duration of the assignment, which shall not exceed six months. The notice also shall include the proposed rate of pay, which shall be consistent with similar or like assignments under Guild jurisdiction. It is agreed that the rate of pay shall be subject to the grievance and arbitration procedure.

B. Temporary assignments shall be performed by members of the Guild bargaining unit for up to six months. Assignments which are recurring or projects which exceed six months shall be subject to

mutual agreement between The News and the Guild, which agreement shall be reduced to writing. In no case shall temporary work be performed by unit members for a period longer than six months without extending jurisdiction over the work to the Guild.

C. Temporary work assignments shall not be considered to be within the jurisdiction of the Guild during the six-month period.

D. Such temporary work, whenever practical, shall be performed in the department the employee is normally assigned. If, however, it is conducive to productivity, the temporary work shall be performed in another location.

E. It is understood that for ongoing assignments, both the employee and The News are expected to provide two week's notice of intent to terminate the voluntary work assignment described in this section. At the conclusion of the temporary work assignment, the employee will be returned to his/her original position with no interruption of experience or seniority in his/her original classification.

10. The News may, by posting, seek volunteers from among the Guild bargaining unit to work temporarily in another department in the Guild bargaining unit, under the following terms:

A. Employees who volunteer and are selected for a temporary assignment under this section shall be paid either their normal pay rate or the pay rate of the job to which they are assigned, whichever is higher. The employee's experience level for his/her regular assignment shall be applied to the temporary assignment.

B. The News shall provide the Guild written notice of any such assignment, including the approximate duration of the assignment, prior to posting notice of the temporary position. After selecting the employee(s) to perform the assignment, The News shall inform the Guild of its selection.

C. Temporary assignments as described in this section are applicable only to work to be performed within the normal 7.5 hour work day. However, in the event overtime is necessary, it shall be offered first to capable employees of the department where the work originated.

For example, when overtime is available, it will be offered to the employees in the department who are available and capable of performing the required tasks. If these employees decline the over-time, or when more overtime is required than departmental employees can work, employees on temporary assignment from other departments will be offered the overtime. Voluntary assignments that include overtime will be scheduled on a per shift basis pursuant to the above terms.

D. It is understood that for ongoing assignments, both the employee and The News are expected to provide two week's notice of intent to terminate the voluntary work assignment described in this section. At the conclusion of the temporary work assignment, the employee will be returned to his/her original position with no interruption of experience or seniority in his/her original classification.

11. Reporters may be assigned to take a headshot of an individual featured in a story they have been assigned to write.

A. A headshot is a posed, non-action, still photograph of a person's face, typically front-on, taken with a subject's cooperation, with minimal or no surroundings. A headshot is not stylized with exceptional lighting or artistic touches. It is not a portrait that attempts to capture the mood, personality or life experiences of a subject. It is not a photograph of a subject in the process of making news, even in routine news situations.

B. Reporters will receive adequate training for taking headshots prior to receiving any such assignments and may request additional training as the need arises.

C. Photographs from News employees other than photographers may be used from breaking news situations where the employee is the closest available or the first upon the scene. Photos from non-employees may be used in breaking news situations.

Article 12 – Promotions

1. In filling vacancies The News will continue its practice to give first preference to present employees. The News will post notice of all job openings and such openings will not be filled on a permanent basis until the notice has been posted for 7 days. Position openings or job vacancies will be posted in the Guild department where the opening occurs. Copies of postings will be forwarded to all other Guild departments. It is understood that such things as beat assignments, story assignments or job assignments within a specific position or temporary assignments outside the employee's regular position do not constitute a vacancy and need not be posted. The News remains the sole judge of the competence required to fill all positions.

2. Non-journeymen personnel who wish to become reporters will be given the opportunity to demonstrate their ability by filling minor night, sports, or other assignments when, in the judgment of The News, they are qualified for such trial and provided there is an opening for such work. Such assignments will be carried out within the normal 37.5-hour week.

3. Any non-journeymen personnel may be designated as a cub reporter and be assigned to the preparation of news, features or pictorial material as determined by The News, but no such designation and assignment will continue for a longer period than six months. Any personnel while so designated and assigned will be paid at least the minimum rate of pay for work performed in such higher classification. If, at the end of the trial period, The News considers the cub is not ready to be advanced to the position of reporter or some other higher classification, they will be restored to their former position with the rate of pay then current for that work.

4. Any employee promoted from one classification to another carrying a higher rate of pay, during a trial period of three months, will be paid not less than the minimum in the new classification which is next higher than the wage they were receiving immediately prior to the transfer or at the rate of pay they were receiving in their old position, whichever is higher.

5. If during, or at the end of, said trial period, The News decides to retain the employee in their new position, the employee will then continue to receive the rate of pay as provided in Section 4, and the date of such promotion will become the experience anniversary date for such employee. If during, or at the end of, said trial period The News decides not to retain the employee in their new position the employee will be returned to their old position and will be paid at the rate of pay previously received, plus any general increase they might have received while in the old position, or at the rate of pay provided by the schedule of minimums then applicable to the old position, whichever is higher.

Article 13 – Vacations

1. Employees will receive vacation with pay as follows:

A. Less than three years' total employment: 6.25 hours for each month of service, rounded to the nearest whole month.

B. Less than ten years' total employment: 9.375 hours for each month of service, rounded to the nearest whole month.

C. Less than twenty years' total employment: 12.5 hours for each month of service, rounded to the nearest whole month.

D. More than twenty years' total employment: 15.625 hours for each month of service, rounded to the nearest whole month.

E. For instance: 5 years total employment equals 60 months of total service. 60 months multiplied by 9.375 hours (the vacation factor) equals 562.50 hours. 562.50 hours divided by 5 (years of employment) equals 112.50 hours of vacation, or three 37.5 hour weeks of vacation. Under the formula described in Section 1A-D above, an employee earns vacation as follows:

- An employee earns one full week of vacation during the first six months of service.
- An employee earns two weeks of vacation during each of the first two years of service.
- An employee earns three weeks of vacation during years 3 through 9.
- An employee earns four weeks of vacation during years 10 through 19.
- An employee earns five weeks of vacation for every year of service from year 20 forward.

F. Employees shall be permitted to take vacation as it accrues under the formula described in Section 1A-D above.

2. All employees (except district managers) with at least three weeks vacation entitlement will be allowed to take three weeks vacation within the prime vacation period. Employees with four or five weeks of vacation may either:

A) schedule their fourth and/or fifth week outside the prime period before less senior employees make their vacation selection, or

B) defer scheduling their fourth and/or fifth weeks until all employees on the same schedule have had an opportunity to schedule up to three weeks. An employee with four or five weeks of vacation may then schedule their remaining weeks within the prime period if such weeks are available on their vacation schedule.

3. All district managers with at least a two week vacation entitlement will be allowed to take two weeks within the prime vacation period. DMs with three, four or five weeks of vacation may either:

A.) schedule their third, fourth and/or fifth week outside the prime period before less senior employees make their vacation selection, or

B.) defer scheduling their third, fourth and/or fifth week until all employees on the same schedule have had an opportunity to schedule up to two weeks. A district manager with three, four or five weeks of vacation may then schedule their remaining weeks within the prime period if such weeks are available on their vacation schedule.

4. The prime vacation period is between May 1 and December 31. This will not be construed, however, to prohibit winter vacations requested by the employee, and specifically agreed to by The News. Preference as to all vacation time will be based upon total employment by The News. In the event an employee relinquishes a vacation week after the schedule is posted, The News will make that week available by seniority to all employees on the affected vacation schedule, pursuant to the same staffing considerations and restrictions under which the original weeks were scheduled.

5. If an employee withdraws their request for a vacation after the vacation schedule has been prepared and posted by March 1 they will be required to take their vacation at the convenience of The News and without upsetting the plans of employees who have made vacation arrangements based upon the posted schedule.

6. Vacations can accumulate beyond the amount that can be earned in twelve months only by mutual agreement between The News and the employee. In each instance the employee must apply in writing and receive permission in writing. The Guild will be notified by January 31 of each year of the names and amounts of vacation earned and due. Accumulated time will not have seniority preference on vacation dates.

7. For up to twelve months absent employees will continue to accrue vacation for each month or major portion thereof that they receive compensation in lieu of wages from The News or The News' insurance carrier.

8. For vacation pay an employee will receive regular pay and differentials received for nights and weekend work. An employee's pay for the financial pay period immediately preceding a vacation week(s) will be available on the normally scheduled pay day.

9. In the event an employee is terminated, resigns, retires, dies, or leaves for an authorized unpaid leave of absence, they or their dependent beneficiary, in the event of their death, will be entitled to receive at the time of such termination, resignation, retirement or authorized leave pay for any vacation they have accrued and are eligible to receive but have not yet taken. The employee (or their dependent beneficiary in the event of the employee's death) may elect to take the accrued vacation pay in one lump sum, or may have vacation paid weekly over the number of vacation weeks that have accumulated. If the vacation pay is taken in weekly installments, the insurance benefits described in Article 23 shall continue to be provided by The News until all accumulated vacation is exhausted.

10. Use of accrued vacation for less than five days absence will not have precedence over regular vacation schedules, and must be scheduled by mutual agreement between the employee and the employee's supervisor.

11. In the event of an illness or injury that would prevent an employee from engaging in normal vacation activities, the employee shall have the right to convert scheduled vacation to sick leave if the onset of the illness or injury occurs on or prior to the last scheduled work day prior to a vacation period.

12. The Buffalo News will allow District Managers to work a Monday through Friday schedule prior to a scheduled vacation week so that the District Manager on vacation can have the full complement of vacation that week.

When a District Manager is on vacation, his cover partner will cover his district for the weekend preceding the vacation week. District Manager cover partners will not be on vacation during the same week without prior approval of management .

13. For the purposes of vacation scheduling of district managers, The News will allow up to a maximum of 15% (fifteen percent) of the District Managers off on any week. (With the current complement of 54 DMs, 15% equates to 8 slots. The parties agree any fraction of a position will be rounded up to the nearest whole number.) All provisions of Article 13, Section 3 will apply as it relates to the total number of weeks a District Manager can select during the defined prime vacation period before allowing the next senior District Manager in seniority to select. Part-time district managers will be placed on a separate schedule from that of full-time district managers for the purpose of vacation scheduling. The following restrictions will apply:

A. No more than one District Manager may be off in any division or defined area with less than 8 districts or positions.

B. No more than two District Managers may be off in any division or defined area with 8-14 districts or positions.

C. No more than three District Managers may be off in any division or defined area with more than 14 districts or positions.

D. For the purposes of vacation scheduling, Specialty District Managers will be assigned to a division office.

E. The News reserves the right to allow more District Managers off when it determines it can accommodate a request without violating the vacation scheduling procedures or adversely affecting the needs of its business.

Article 14 - Sick Leave

1. In case of a bona fide illness, an employee will be entitled, in each twelve-month period, to three weeks sick leave at their regular weekly wage. Any such sick leave not exhausted by an employee during the twelve-month period to which it relates may, in case of bona fide illness, be used during the next succeeding period of twenty-four (24) months. Additional sick leave may be granted at the discretion of The News.

2. During the first six months of employment, an employee will be entitled to one week sick leave at their regular weekly pay. Such sick leave is to be considered as part of the three weeks sick leave for the first twelve-month period in Section 1.

3. No deductions will be made on account of sick leave from the overtime credited or to be credited to employees nor from annual vacations.

4. The employee receiving such benefits will at all reasonable times submit to examination by a physician or registered nurse selected by The News.

5. As a condition to any sick leave pay, in its discretion, The News will have the right to require proof as to the bona fides of any illness or injury which right will not be abused.

6. It is a prerogative of The News to require at the time of employment, a certificate of good health from a doctor or doctors designated by The News, and the employee will, upon request submit to such an examination. Further, as a condition to returning to work any employee absent for four or more days may be required by The News to present a doctor's release to return to work.

7. Extended sick leave shall be granted to employees under the following terms:

A. Each employee with less than three years of continuous service shall be treated for sick pay purposes in accordance with Sections 1 and 2 of this article.

B. Each employee with more than three years of continuous service shall be entitled to six months paid sick leave for absences resulting from non-job related illnesses or injuries, provided that such employee's absenteeism record shows no pattern of misuse. Upon request, management and Guild representatives shall meet and attempt to resolve any existing difference of opinion regarding an employee's sick leave record. When absences result from an on-the-job injury, the six month

paid sick leave described above shall be twelve months.
The six months (or twelve months) of extended sick leave referred in Article 14, Section 7 (B) of the collective bargaining agreement shall be calculated as beginning on the first day of an absence that ultimately qualifies as extended sick leave.

C. After six months paid sick time for off-the-job causes or after twelve months paid sick time for on-the-job causes, no further paid sick time shall be granted unless management so determines.

D. Failure to extend such paid sick time beyond six or twelve months is not subject to the grievance/arbitration procedure.

E. In cases of extended sick leave, accrued sick time is used first, followed by floating holidays, followed by accrued vacation time, with the exception of one week of accrued vacation time, which is used at the end of the six-month or twelve-month period. It is understood that if the extended sick leave does not cover the six-month or twelve-month period, the employee retains the one week of vacation.

The use of accrued Sick, Float and Vacation time pursuant to Article 14, Section 7(E) shall be limited to using such accrued time as exists on the day before the absence that ultimately qualifies as extended sick leave, and any time accrued by an employee while on such extended sick leave shall not be applied by The News as a part of any current leave. Any balance of such benefits at the time an employee returns to work shall include all vacation time, float days, and sick time as have accrued during such ESL.

F. Unless otherwise agreed by the parties, employees shall continue to accrue all contractual benefits during any period of paid sick leave. The News shall continue to provide health, dental, vision, life, dependent life, and accident, death, and dismemberment benefits under Article 23 of the collective bargaining agreement during the period a unit employee receives extended sick leave benefits and/or during a leave of absence pursuant to Section 7K of this article; provided that those employees who pay a health insurance co-payment amount shall continue to do so during the term of their leave.

Seniority shall continue to accrue during the time a unit employee is eligible for, or receives, extended sick leave benefits.

G. When an employee returns from extended sick leave as described in this section, the employee shall have access to all benefits which accrued during the period of paid sick leave.

H. An employee who is granted an extended sick leave as described in this agreement shall be ineligible to receive an additional

extended sick leave (as described in Section 7B above) for a period of three years from the date of the employee's return to active employment. However, if such employee's extended sick leave spanned a period of time less than those described in Section 7B above, the balance of the six-month or twelve-month period can be used, if necessary, for illness or injury in the succeeding three-year period. Under such circumstances, the employee would first use their accrued sick leave, floaters and vacation, and then the unused balance of the six- or twelve-month period would be applied. The three-year period of ineligibility for another full six-month or twelve-month leave would begin on the date of the employee's return to work following the first extended sick leave.

I. Any sick days applied to a family leave of absence shall be deducted from an employee's sick bank, including extended sick leave. The number of sick days deducted from regular or extended sick leave shall be offset by sick days accrued per contract provisions following the employee's return from family leave.

J. The Publisher retains the right to grant time above those listed in Section 7B without prejudice to this policy and procedure. Such extensions cannot be used by the Guild or employees to show precedent or practice in subsequent applications of this agreement.

K. Employees who qualify for an extended sick leave, pursuant to the provisions of Article 14, Section 7 of the collective bargaining agreement, may take unpaid leave, and in doing so will not be required to utilize accrued vacation or float days, and will collect no compensation from the Company, during such time as they do not receive extended sick leave benefits. Such unpaid leave shall be governed by the provisions of Article 19, Section 2 of the collective bargaining agreement, except that The News shall grant such leave upon request, and employees on such leave of absence shall continue to accrue all contractual benefits during such leave.

8. Employees may draw sick leave pay for time lost from scheduled work time for scheduled workers' compensation hearings and scheduled medical treatments related to workers' compensation claims. However, employees may reschedule lost work time with the approval of News management.

Article 15 - Expenses & Equipment

1. The News will pay necessary, authorized expenses incurred by employees during the course of their assigned duties if supported by vouchers or receipted bills where normally obtainable.

2. Employees authorized to use their own cars will be paid either the per mile rate recognized by the Internal Revenue Service guidelines or $4 for any week they use their own cars as authorized, whichever is higher. The mileage will be adjusted consistent with Internal Revenue Service guidelines.

The News shall make available $6,000 interest-free car loans to full-time district managers, district sales advisors and photographers for vehicles used in the conduct of News business. Part-time district managers with one year of service to The News shall be entitled to $4,000 interest-free loans for vehicles used in the conduct of News business. All employees participating in this program will execute the necessary documentation required for such loans, which shall be repaid within 24 months from date of issue. The repayment of car loans granted after February 1, 2011 shall be by credit card, debit card or checking account. Loans made prior to February 1, 2011 shall be repaid in a weekly payroll deduction in the amount of $28.85.

3. Necessary working equipment will be provided to employees and paid for by The News.

4. The News will provide a safe and properly lighted workplace. The News will abide by all laws and regulations applicable to the workplace. The News will provide upon request to employees working on VDTs appropriate equipment designed to minimize the risk of injury. The News will continue to train employees in proper computer terminal operation. The Guild may consult with The News with regard to such training. The News will monitor the workplace and the use of equipment to ensure compliance and fully inform the Guild upon request.

5. Notwithstanding Article 11, Section 2, full-time reporters assigned to the Niagara Falls Bureau who reside outside Niagara County or Canada will be compensated at a rate of $4 per day for each work day as travel expenses. Such expenses will be filed in weekly expense accounts to The News.

6. The News will be receptive to applications for tuition assistance for schooling that enhances an employee's job skills, knowledge or performance or prepares the employee for a promotion. It is understood that The News reserves the right to approve or disapprove such

applications.

7. Employees required by The News to use a cell phone shall have the option of using an employer-provided cellular telephone and plan, or they may elect to receive a monthly cell phone allowance. The News shall determine on a case-by-case basis which of its employees are required to have a cell phone and the features that are required. The monthly allowance for individual bargaining unit members shall equal the per participant cost The News pays its cellular provider, based on the type of plan and features required for that employee. This may result in different allowances for different employees based on the type of plan and features required by The News. On August 1st of each year, The News will reassess the actual cost of the plan and the features it requires and adjust the monthly allowance for the upcoming year accordingly.

A. Employees electing the monthly phone allowance will be required to purchase a cell phone plan and such plan must have the same features as provided in The News plan.

B. Employees will be required to have the phone service functional during working hours.

C. In the event The News adjusts the features provided in its cell plan the employee must also adjust his cell phone plan to include these features. For adjustments resulting in an increase or decrease in costs, The News will adjust the monthly allowance accordingly.

D. Employees who participate in The News provided cell phone plan will be required to limit their personal cell phone usage to occasional and incidental use. The News will determine in its sole discretion what constitutes excessive personal use. News attempts to address perceived excessive cell phone use by recommending an employee leave the News provided pool shall not be considered disciplinary action and shall not be subject to the grievance procedure. Discipline regarding cell phone use shall be subject to the grievance procedure.

E. Employees who receive the monthly cell phone allowance will be provided an opportunity to re-enter The News provided plan on August 1 of each year.

F. Employees electing the monthly cell phone allowance will not be entitled to receive any other reimbursement for cell phone expenses.

G. If The News determines that an employee's use of the cell phone is no longer required, The News may repossess the phone from the employee or discontinue further payment of the allowance. Likewise, if certain features are no longer necessary, The News may discontinue those services, or readjust the allowance beginning August 1 of the ensuing

year.

H. The allowance paid to part-time employees shall be half the amount paid to full-time employees.

8. The News recognizes its obligation to engage in effects bargaining with the Guild in the event access to the parking lot leased from the New York State Thruway Authority ("the back lot") is revoked, or the Authority demands considerable increases in the leasing cost. The obligation remains the same in the event The News sub-leases the back lot from an entity other than the Thruway Authority.

Article 16 - Outside Activities

1. Editorial employees will be free to contribute articles, photographs, and works of art to noncompetitive publications and media outlets, providing such articles are written or such photographs or works of art are prepared on the employee's own time and at their own expense. A professional editorial employee who seeks to acquire a connection for profit or remuneration, with any other interest, publication or media outlet that may pose a perceived conflict of interest may do so only with the consent of the Editor. Such consent may be granted for specific periods of time but shall not be unreasonably denied. If, after issuing such consent, there is a substantial change in the conditions of the secondary employment that poses a potential conflict of interest, the editor may review the connection and the employee and The Guild will be given the opportunity to identify ways to diffuse the percieved conflict before requiring any change in the employee's outside activities. A News employee may, to establish credentials with a secondary employer, mention their connection with The News. However, mention of The News in published or broadcast accounts must be approved by The News. Employees may not engage in activities which would discredit The News in public esteem.

2. Whenever The News will sell for profit any material prepared by an employee, the latter will receive, in addition to their regular weekly wage, 50 percent of the net revenue from the sale, provided the material is sold for republication in a newspaper, magazine or other printed periodical. For the purposes of this article, net revenue is defined as gross revenue minus direct costs, such as but not limited to the cost of outside photo processing. Until an electronic archive is implemented at The News, past practice will apply in the resale of photographics.

3. The News, however, will be free to make available to press associations, newspapers and services, without extra compensation, any and all such material now supplied to them under present practice and full ownership of all such materials remains with The News.

4. Nothing in this article shall imply that an employee will receive any portion of the proceeds from the distribution through an electronic archive of material prepared by an employee, except when the material accessed through the electronic archive is sold by The Buffalo News for republication. In such cases, Section 2 of this article shall apply.

Article 17 - Grievance Procedure

1. The Guild may appoint a committee to take up with The News any matter arising out of the application of this contract, or affecting the relations of the employees and The News. The News and the Guild agree to make every effort to settle every dispute, claim, difference or grievance arising out of this contract, or affecting the relations of the Guild and the employees with The News. Any such matter will be submitted by the complaining party in a letter to the other, briefly setting forth the facts giving rise to it, the ground of the complaint and the action sought. The Guild and The News will handle grievances expeditiously and diligently.

2. The parties agree to meet within five days at the request of either party for a grievance meeting.

3. Any such grievance involving a matter arising out of the application of this contract (except renewal or modification of the contract) or affecting the relations of the employees and The News not satisfactorily settled within 30 days of the first consideration may be submitted to final and binding arbitration by either party. Such arbitration will be conducted pursuant to the voluntary labor arbitration rules of the American Arbitration Association. The cost of such arbitration will be borne equally by the parties, except that neither party will be obligated to pay any part of the cost of a stenographic transcript without express consent. The arbitrator will not have the authority to amend, change, modify, add to or subtract from any of the provisions of this contract, but will have the authority only to interpret and apply this contract.

4. If any of the following rules, which are not waived by The News, are not complied with by the Guild, the provisions of Section 4A of this article will not be effective as to the issue raised in the grievance.

A. The Guild will invoke this section as follows:

(1) At its option, the Guild may inform The News in writing, if

received by The News within five days (excluding Saturday and Sunday) after the act, event or occurrence complained of that it invokes the following provision: Conditions prevailing prior to the time of the act, event or occurrence will not be changed pending final resolution of the said grievance.

(2) However, if the Guild has received two weeks notice by The News prior to the act, event, or occurrence any invocation of the provisions of Section 4A(1) must be made by the Guild within seven days of the giving of such prior notice by The News.

(3) This section is not applicable to editorial decisions of the editor.

B. However, it is understood that if any award for back pay will be made, such reimbursement will not exceed the amount the employee would have been paid by The News if he/she had continued in its employ, and the arbitrator will take into consideration whether a deduction will be made for any amounts the employee meanwhile may have earned elsewhere. From such award, if any, will be deducted any amount paid the employee through unemployment insurance. This will not be construed, in any manner, to mean that severance pay will be given in addition to back pay awarded to him/her.

C. If Section 4A of this article is invoked, the Guild agrees to arbitration under the expedited arbitration rules of the American Arbitration Association.

Article 18 - Military Service

1. The News and the Guild recognize the provisions of the Selective Service and Training Act of 1940, as amended, and upon request The News will grant a veteran leave of absence to attend an educational institution under the Servicemen's Readjustment Act of 1944, as amended.

2. Regular, but not temporary, employees, who since June 25, 1950, have left or during the period of this contract leave the employment of The News to enter the military service of the United States will be considered to be employees on leave of absence, while in such military service.

3. If an employee who is honorably discharged or receives a medical discharge is physically incapable of performing the work of their former position, The News will make every reasonable effort to find a position which they can fill. If no such work is available, they will be given their

severance pay. If an employee dies in the military service, a sum equal to the amount of severance pay which would have been due them will be paid to their beneficiaries, if any.

4. Any employee leaving for such service will receive two weeks pay, plus accumulated vacation pay.

5. It is agreed that time spent in military service by an employee subject to the Selective Service Training Act of 1940, as amended, will be counted as service in The News' employ in the computation of severance pay, length of vacations, and all other benefits, which depend in whole or in part upon the length of continuous service with The News.

6. Any employee hired as a replacement for one entering the military service will be covered by all the provisions of this article except that if they enter military service, they will be paid severance pay and accumulated vacation pay.

7. Employees hired or promoted as replacements for persons entering such service will be given written notice to the effect at the time of employment or promotion. The Guild will be notified of persons hired as military replacements.

8. Any employee promoted to take the place of one entering military service may, upon the resumption of employment by the veteran, be returned to their previous position at a wage not less than the current top minimum or their previous wage, for that position, whichever is higher. Any employee so promoted, and while such promotion is temporary, will continue to receive credit for their employment in the experience rating in which they are classified. In the event of a subsequent permanent change in employment, and consequent change in classification, the employee will receive full credit in their experience rating in such new classification for the period in which they have already been engaged in such new employment.

9. Any employee hired as a replacement for one entering military service will, if their competence be established, be given preference over any new employee in filling a new vacancy.

10. The News agrees to make every effort to retain persons hired as military replacements, who have proven their competence, either in their present positions or in other positions as nearly comparable as possible for which they may be qualified. Those who cannot be placed will be given their severance pay.

11. An employee, who is a member of any military unit recognized by either the state or national government as part of the armed forces, will be granted a leave of absence when ordered to active duty for annual

training, or because of civil disorders or other emergencies. During such leave, they will be paid for the difference between their base rate and their government pay and allowances (excluding travel pay) for a maximum of four weeks per year.

12. If the military draft is reinstated and an employee is drafted, the parties will meet and address any issue(s) resulting from such reinstitution.

Article 19 - Leave of Absence

1. Any employee elected or appointed to any Newspaper Guild office or office of a local of The Newspaper Guild, or for other good and sufficient cause, will be granted a leave of absence of not more than one year without pay at the employee's request. The foregoing will also apply to delegates elected to Newspaper Guild and AFL-CIO conventions, both international and state, and to special meetings called by The Newspaper Guild and to International Executive Board members for the time required to attend board meetings. It is understood, however, that The News will not be required to grant leave for Guild business to more than two persons at the same time, except by mutual agreement such limit may be waived when The Newspaper Guild holds its annual convention.

2. In its discretion, The News will have the right to grant a personal leave of absence to any employee with or without pay or fringe benefits of any type or description. The employee will retain his or her seniority and will continue to accrue seniority under this contract. An employee during such absence may not become employed elsewhere for himself or for another entity or person without the express permission of The News.

3. The News is not required to count leave under this article when computing severance, vacation, payment for medical or life insurance if the time exceeds 14 consecutive calendar days.

Article 20 - Bulletin Board

1. The Guild will have bulletin boards for its exclusive use; one for the editorial department, one for the circulation/marketing and subscriber services department, one for the classified department, one for the ABC department, and one for each satellite or bureau office in which bargaining unit employees regularly work.

Article 21 - Part-Time and Temporary Employees

1. None of the provisions of this contract will apply to contributors on a free-lance basis whose products such as news stories, feature stories, cartoons, art work and photographs are purchased and whose time is not controlled by The News, nor will they apply to persons hired to do extra work of various types, such as tabulations of election returns, contests and promotions.

2. A part-time employee is one who is hired to work 1,000 hours or less in a calendar year. A temporary employee is one employed for a specific project or for a specified duration of time not to exceed six months. The six-month limitation on temporary employment may be extended to a total of twelve months with the written consent of the temporary employee and the Guild, except as it applies to those employees working as Group G editorial interns. Group G editorial interns shall be limited to a four-month temporary period.

3. Where a full-time staffing need exists, the position will be filled by a full-time employee. The News shall be prohibited from reducing any regular full-time employee to part-time status without the consent of the employee and the Guild. Part-time employees will only be employed where the nature of the work so dictates, as follows:

A. Part-time employees may be used where the work does not constitute a need for a regular full-time position(s) as defined by Article 9.

B. Part-time employees may be used where the work flow for a particular job assignment regularly peaks for a specific number of hours that, in the aggregate, cannot constitute a regular full-time work week as defined by Article 9.

C. Part-time employees may be used where two or more areas of expertise cannot be found in a single individual, and where insufficient work exists in a single area of expertise to keep an employee occupied full-time as defined by Article 9.

Employees hired pursuant to an employee request for any type of leave, job adjustment or job sharing arrangement under this contract are exempt from this section.

4. Part-time employees will be paid on an hourly basis according to the applicable weekly minimum wage provided for their classification and years of experience, and will be covered by all the provisions of this contract that cover part-time employees, except:

A. Part-time employees will not be entitled to holiday pay unless a holiday provided in Article 10, Section 1, is celebrated by The News on

a day that the part-time employee is normally scheduled to work, in which event he or she will receive holiday pay equal to the number of hours he or she is scheduled to work that day.

B. Part-time employees will receive sick leave under Article 14 of this contract, except that pay for the day of the illness will be limited to the number of hours the employee was actually scheduled for the day of the illness. In cases of sick leave occurring during weeks when the employee has not yet been scheduled, a pro-rata pay per day and per week will be paid. The method of calculating will be the same as the calculation of a part-time employee's vacation days and weeks as explained in the Memorandum of Agreement #2 dated December 16, 1993.

C. Part-time employees will be entitled to a pro-rata Article 13 vacation pay based on the average weekly hours worked in the previous calendar year.

D. Any part-time employee who works 1250 hours or more in a calendar year will be eligible for coverage under the flex care credits provided in Article 23 of this contract in the subsequent calendar year, subject to the terms and conditions of the applicable plans or insurance policies, provided such employee remains an employee during the period of eligibility.

If, during the period of coverage described in the preceding paragraph, a part-time employee takes an unpaid leave of absence and is not eligible for insurance coverage under applicable legislation, The News shall either continue to provide insurance coverage during the period of unpaid leave, or provide insurance coverage in the following calendar year for the number of months earned insurance benefits were withheld by The News during unpaid leave.

5. Temporary employees will be covered under all the provisions of this contract except those relating to discharge and dismissal, under the following schedule:

A. During the first six months of employment, temporary employees will not be eligible for any fringe benefits (including but not limited to vacations, severance pay, holidays, sick days, health and medical insurance and pensions) except if a holiday provided in Article 10, Section 1, is celebrated by The News on a day that the temporary employee is normally scheduled to work, he/she will receive holiday pay equal to the number of hours he/she is normally scheduled to work that day.

B. If the temporary employment is extended beyond six months pursuant to Section 2 above, the temporary employee shall receive all

contractual fringe benefits (except pension and those provisions relating to discharge and dismissal) during the extension period based on the employee's date of hire. Participation in the News flexible benefits program, if applicable, shall begin on the date consent is granted to extend the temporary period beyond six months.

C. If The News decides to retain a temporary employee beyond the period described in Section 2 above, such employee will be added to the roster of regular employees and his/her anniversary date made retroactive to the date of starting, and they will be entitled to all rights and benefits of a regular employee.

6. The Guild will be notified of the nature and probable duration of the project and the approximate number of hours of work for which a temporary employee is hired. Whenever possible, such notification will be supplied to the Guild in writing at least seven days in advance of the temporary employee's first day of work. When such advance notice is not provided, The News will include with the information described above a written explanation to the Guild of why it was not able to meet this requirement within the timeframes of this section.

7. Temporary employees will be given priority consideration for filling regular vacancies in job classifications in which they worked while a temporary employee.

8. A part-time employee who is not otherwise eligible for participation in health insurance programs available to other employees covered by this contract, and who is not eligible for insurance under another group program, may, by paying 100% of participation costs, be covered under a health insurance program provided by The News, provided that the insurance provider accepts such participation.

Article 22 – Standards

1. An employee's by-line or credit line, graphic likeness, e-mail address, column signature, or other identifying information will not be used over their protest.

2. Nothing herein will be interpreted to impair or invade the right of The News to determine its own methods of operation, subject to the terms of this contract and the prerogative of The News to decide and express its editorial views and policies as it sees fit will be maintained.

3. It is the intent of the parties to exemplify the best standards of American journalism through competence and honest reporting of the news.

4. Neither The News nor a News employee will surrender custody, disclose or authenticate unpublished information or material or will reveal a source who has been pledged anonymity without the consent of the other. Each will notify the other immediately of any such demand as soon as is possible.

5. If an employee is proceeded against in a legal action as a result of the news-gathering functions of The News, authorized by a supervising editor, The News will provide counsel, move to join as a party to such proceedings and indemnify the employee against any loss, including but not limited to fines, damages or loss of pay or benefits so long as the employee follows the advice and counsel of The News attorney and/or the editor of The News.

Article 23 - Flexible Benefits

1. A flexible benefits plan (NewsFlex) including selection options for health care insurance, dental insurance, life insurance, accidental death and dismemberment, long-term disability insurance and supplemental short-term disability insurance coverage shall be available to all qualified employees. Participants may choose among the various options offered by NewsFlex and pay for these benefits with allotted NewsFlex credits, or if necessary, through personal funds.

A. Through the 2015 plan year, the health insurance plans provided by The News will be fully-insured, experience rated plans. Beginning with the 2016 plan year, The News will have the option of self-funding health insurance, providing that the shift to self-insurance will not change or in any way reduce the coverage provided in the base option plan described in Section 4, below.

B. The Guild is not waiving its right to bargain over the effect the shift to self-insurance may have on bargaining unit members.

C. The parties will create a labor-management committee devoted to self-insurance to discuss all issues requiring effects bargaining. The committee will be open to any Buffalo News union that accepts the option of self-insurance.

D. The News will provide a minimum of three plans as described at Section 4 below. Additionally, The News will continue to make available the two indemnity plans that were offered under the 2015 NewsFlex plan year.

2. Individual life insurance credits provided by The News will be sufficient to purchase a benefit equal to three times an employee's annual

wage, subject to age reduction rules as applied by the insurer. Life insurance credits will vary in accordance with the age and annual earnings of each participant.

3. The flex credits available to employees shall be as follows:

A. Credits for life insurance pursuant to Section 2 above.

B. Plus one credit for accidental death and dismemberment.

C. The 2015 obligation of the employer shall be to provide eligible employees health care credits equal to the cost of the base-option plan described in Section 4 below. This obligation shall extend through the 2016 plan year.

i. In the event the parties fail to agree to a successor collective bargaining agreement prior to the start of the 2017 plan-year, there will be no increase in the NewsFlex credits unless the annual premium of the base option plan increases by more than 5%. If the premium of the base option plan increases by more than 5%, NewFlex credits will increase by the dollar value of any increase in the premium of the base option plan that exceeds 5%. (an example of this calculation is contained in MoA #36, attached to this agreement).

ii. Payment of insurance premiums in years covered by any successor collective bargaining agreement will be governed by the terms of that agreement.

D. Dental credits shall be provided to eligible employees pursuant to the provisions of this agreement equal to the basic dental plan available through NewsFlex.

4. The base option health plan offered to bargaining unit employees covered by this agreement shall include the following:

A. $20 office co-pay for primary physicians and specialists

B. $20 urgent care co-pay

C. $7/$25/$40 prescription co-pays

D. $0 generic formulary oral contraceptive drugs

E. $20 outpatient co-pays

F. $0 co-pay lab testing

G. out-of-network $500-$1000 deductible with 20% coinsurance; $6,350/$12,700 out-of-pocket maximum

H. $50 medically necessary ambulance co-pays

I. $0 co-pay inpatient hospital with maternity covered in full[+]

J. 0% in-network co-insurance

K. dependent coverage to age 26
L. mental health, outpatient: $20 with unlimited annual visits; inpatient: $0 co-pay
M. domestic partner rider
N. guest membership for away-from-home care, or its equivalent
O. $20 medical eye exam co-pay; $60 frame allowance

The News shall also offer plan options with premiums that are lower and higher than that of the base plan.

5. Benefited employees covered under the provisions of this agreement shall be offered participation in the Long Term Disability Insurance Plan through NewsFlex starting in 2003 on an after tax basis. Long term disability benefits begin after 180 consecutive calendar days of absence. The employee shall pay plan participation expenses toward their insurance coverage.

6. Benefited employees covered under the provisions of this agreement shall continue to have the opportunity to purchase supplemental short term disability insurance in the NewsFlex plan using after tax contributions on a yearly basis. Employees who desire to purchase this supplemental insurance will be required to enroll in this benefit on a yearly basis during the open enrollment period.

7. Participants will be required to purchase health insurance coverage and a minimum level of life insurance coverage. Notwithstanding the foregoing, participants who submit satisfactory proof to The News of health care coverage from a source other than The News may opt out of purchasing health insurance coverage under NewsFlex. A participant who opts out of purchasing health insurance coverage will lose so much of the aforesaid credits as are allocable to the cost component for health insurance coverage and, in lieu thereof, will receive a credit of $1100 if otherwise eligible for family coverage or $550 if otherwise eligible for single coverage. This opt out will be increased to $3000 for family coverage and $1000 for single coverage in the event the total number of Opt Out participants is 50 employees or greater in any benefit year beginning in 2006. In the event the Opt Out is increased pursuant to the language above in any future year and then in a subsequent year the total number of Opt Out participants fall below 50 employees (Single & Family) the Opt Out shall be returned to the prior amounts of $1100 for family and $550 for single. This credit in lieu of health care coverage can be used by the participant to purchase other benefits under NewsFlex (including,

if eligible, to make contributions to The Buffalo News Dependent Care Assistance Plan or The Buffalo News Medical Reimbursement Plan). Any credits not utilized for the purchase of benefits under NewsFlex may be received in cash on a weekly basis by the participant at the rate of 1/52 of the total annual unused credits. In the event that a participant selects benefits or makes contributions under NewsFlex which have a total cost in excess of the credits available to such a participant, the participant shall be responsible for the payment of such excess cost and shall be eligible to make such payment on a pre-tax basis by means of a salary reduction agreement. If, in any salary payment period, the participant's gross wages are insufficient to permit payment under the salary reduction agreement, the participant shall be responsible for paying such cost.

8. Notwithstanding the foregoing, participants who are married to other employees of The News must coordinate their insurance coverage under NewsFlex in accordance with the following points:

A. The couple may choose health and/or dental coverage by two single insurance policies or one family policy. The News will not provide dual family coverage or a family/single combination.

B. If one of the News spouses chooses to opt-out of health insurance, that employee will be provided $550 or $1000 if the Opt Out increases annually, the cash equivalent of a single health opt-out in NewsFlex.

C. If one of the News spouses chooses family dental coverage, the other spouse must opt out of dental coverage and will receive no opt-out credit. If, however, one of the News spouses chooses single dental coverage, the other spouse may opt out of his or her own single dental coverage and will be provided $100 annually, the cash equivalent of a single dental opt-out.

D. Guild-covered employees who are married to other News employees will continue to receive sufficient flex credits to purchase a life insurance policy providing death benefits equivalent to three times annual salary and to purchase accidental death and dismemberment coverage.

E. If there is a change in the family status of the News couple (divorce, death or employment separation, for example) each (or the remaining) employee will have access to NewsFlex on the same basis as all other employees.

9. Regular full-time employees will be eligible to participate in the flexible benefits program after no more than 30 days' service.

10. The parties agree that The News shall be responsible for the administration of NewsFlex and shall make all decisions relating to

the administration of the plan. Decisions relating to amending and/or terminating the plan shall be by mutual agreement of the parties. All members of the bargaining unit are eligible to participate, in accordance with benefit eligibility rules.

11. The News will provide 60 days notice to the Guild in the event the need arises for any changes in the coverage as described in Section 4. Any changes will be made in consultation with the Guild and in any event there will be no reduction in benefits without the consent of the Guild, and no increase in benefits without the consent of The News. Not later than 90 days prior to each January 1, The News and the Guild will meet to review the underlying coverages offered under Newsflex and consider the advisability of any redesign of such coverages. Any redesign of such coverages must be accomplished by mutual agreement.

12. Employees who contribute toward the premiums for any insurance plan offered through Newsflex shall be billed by The News for their premium contribution during periods when the payment cannot be made by payroll deduction, pursuant to The News' Arrears Procedure and Policy dated March 9, 2005. The News shall provide notification to the Guild and the employee of any outstanding unpaid premium prior to taking action to discontinue the employee's coverage.

Article 24 - Jury Duty

An employee called for jury duty will receive the difference between the jury pay and his/her regular wage. An employee called for jury duty must return to work the balance of his/her regular shift on any day he/she is excused from jury duty. Any employee scheduled to work nights or weekends shall be rescheduled to a Monday through Friday day shift for the duration of the jury duty assignment.

Article 25 – Bereavement

In the event of death in the employee's household and/or immediate family, an employee will be entitled to three days off including the day of the funeral with pay. Immediate family will be limited to the spouse, children, stepchildren, father, step-father, mother, step-mother, father-in-law, mother-in-law, brothers, and sisters and any other person residing in the employee's household. These benefits will not be extended to an employee absent from work because of vacation or other reason.

Additionally, an employee will be entitled to one day with pay to attend the funeral of a grandparent or grandchild as well as one day with pay to accompany a minor child to the funeral of the minor's parent or grandparent.

For the purposes of this section, a step-child shall mean the child of a current spouse (or partner) resulting from a previous relationship.

Article 26 - District Manager Bidding and Other Departmental Subjects

1. There shall be two (2) categories of District Managers:
   A. Home Delivery
   B. Part-time

2. When The News determines it will fill a permanent district vacancy in a home delivery division it will be done in accordance with the following limitations:

A. The News will give the employees two weeks notice of its intent to fill the vacancy and one additional week to bid the vacancy.

B. District Managers will be allowed to bid into the division where the vacancy is located. Bidding seniority is based on length of continuous service in Circulation Group A subject to the provisions of 7 below.

C. Once a district manager has bid into a division, News management may assign him/her to any district/duties within the division.

D. The News will determine the number of divisions and home delivery districts.

E. At its discretion, The News may temporarily reassign any Home Delivery District Manager to another division on an as-needed basis for up to 60 days.

1. The News will solicit volunteers before making any assignments that would remove a DM from his/her area for more than a week.
2. The News is not obligated to accept the services of a DM who volunteers for a temporary assignment, and it reserves the right to make assignments after seeking volunteers.

3. If a district is eliminated the affected district manager will have the right to use his/her seniority to displace another district manager of lesser DM seniority and the district manager so displaced will have the same rights.

4. In any bid, a district manager will not be permitted to move into a new position until any existing problems in his/her previous district, relative to collections, contracts and service have been resolved, or within two weeks of the conclusion of the bid, whichever occurs sooner. At the time of acceptance of a bid, The News will provide any affected employee and the Guild with a letter detailing the problems that need to be resolved. In the meantime, The News, in consultation with the Guild, may fill the vacant district on a temporary basis.

5. When a DM is absent from work (for reasons of sick leave, extended sick leave, injury, vacation or personal leave excluding single day usage) The News will fill the vacancy from among the available pool of part-time district managers.

6. The News may employ part-time district managers who may be assigned to perform any and all the duties normally performed by full-time district managers. The primary focus of part-time district managers shall be to assist full-time district managers with the delivery of down routes and the delivery of customer requests for papers (redeliveries). Recruiting independent contractors, remediating independent contractor performance and recommending separation of independent contractors from The News shall not be the primary duties of part-time district managers.

A. The News will create work schedules for part-time district managers with minimum shifts of four (4) hours. The News may create and post new schedules at any time with two weeks advance notice.

B. Part-time district managers will be assigned by management to a specific division for the purpose of schedule selection and shall select their work schedules within that division based upon seniority. The provisions of Article 9.9, Flex Time shall not apply to part-time district managers.

C. The News may assign part-time district managers duties and to divisions at its discretion within their posted schedules.

D. Part-time district managers shall be used consistent with the terms of Article 21, Part-time and Temporary Employees. Part-time district managers will not be utilized to replace a permanent full-time district manager when a full-time staffing need exists.

7. A Circulation Group A employee who returns to the bargaining unit following a promotion or transfer of 12 months or less will be credited with continuous service with The Buffalo News in the computation of all benefits which depend on length of service, including DM bidding. If an employee works in a position outside Guild jurisdiction for more than

twelve months and then returns to Circulation Group A, he/she shall be classified as a new employee for bidding purposes, but will be credited with continuous service for all other benefits that depend on length of service.

8. A temporary vacancy arising in a district in a home delivery division occurring as a result of a voluntary temporary assignment of a District Manager to a management position outside of the bargaining unit, shall be posted for bidding in the event the temporary assignment extends beyond four (4) months. The News also agrees to fill the affected District Manager's area with a part-time District Manager.

9. District Managers listed in the Memorandum of Agreement #27 shall not be involuntarily transferred from the District Manager classification.

10. When district managers are scheduled to work any of the holidays listed in Article 10, those shifts will be scheduled by seniority, regardless of the number of scheduled work hours.

11. It is understood between the parties that when a District Manager signs his/her name on the Independent Free Publication Agreement, the Independent Dealer Home Delivery Agreement or the Single Copy Independent Dealer Agreement, he/she does so only as a witness and as such has no authority to bind The Buffalo News to any terms of the agreement. The Division Manager is the company representative and he/she has the authority to accept or reject the agreement on behalf of The Buffalo News.

12. A. In December of 1997 The Buffalo News instituted a policy regarding the contracting of independent distributors. The parties agree that this is the policy that is currently in effect and it is as follows:

"This policy statement is to clarify and correct misinterpretations with regard to the contracting of independent distributors by the News.

Management reserves the right to approve or disapprove any and all engagements or disengagements of independent contractors. Management's goal is to contract with the utmost qualified contractor. In selecting a contractor, it is a policy of the News to apply a nepotism neutral standard so as to contract with the best available individuals without regard to family and/or relationship status. The above notwithstanding, there is not to be any permanent arrangement involving a district manager that has a family member in his/her district as a dealer.

The News, will, however, determine the routes and independent contractor services and finalize and accept the contract."

B. The parties agree that the current practice of using an independent dealer in conjunction with the morning hawkers is an acceptable practice. The parties also agree that the sunrise district sales advisors will cover special event marketing (e.g. Bills games, Sabres games, etc.) as outlined in the district sales advisors job description. The parties further agree that they will meet and discuss any changes or additions to the current hawker program, or the hiring of additional independent dealers in connection therewith.

Article 27 - Pension & Retirement

1. The provisions of The Buffalo News Editorial Pension Plan (the "Pension Plan") will apply to all full-time and part-time employees of The Buffalo News covered by this contract who are eligible in accordance with the terms of such Plan. All disputes regarding the Pension Plan will be subject to the grievance and arbitration provisions of this contract.

A. Effective August 1, 2002, the Pension Plan shall be amended to change the maximum annual benefit payable at Normal Retirement Date under the Plan to $40,000 without regard to the amount of participant's primary Social Security benefit, and provide for a five (5) year averaging for all plan participants regardless of their age at the time of the termination or retirement, and to modify the current provisions of the Editorial Pension Plan as they pertain to "qualified earnings" to provide that incentive earned by the classified advertising employees be included in qualified earnings starting August 1, 1998, and to modify the current provisions of the Editorial Pension Plan as they pertain to "benefit multiplier rate from the current 1.50 to 1.55 multiplier rate."

B. Effective August 1, 2007, the provisions of The Buffalo News Editorial Pension Plan shall be amended to provide that all full-time, permanent district managers on the payroll as of the date of this agreement shall be eligible for an unreduced pension at age 62 with 30 years of service in accordance with the provisions of the plan. (This means the pension benefit of those district managers who retire between age 62 and 64 with 30 years of service will not be diminished by the early retirement factors of the plan.) This early unreduced pension benefit shall be provided only to the permanent full-time district managers identified by name in the schedule attached to this agreement in Memorandum of Agreement Number 27.

C. An Administrative Board, comprised of two members to serve at the pleasure of The News and two members to serve at the pleasure of the Guild, will be created and maintained. The purpose of the Administrative Board is to serve as a medium for discussion of matters pertaining to the Pension Plan of concern to either party, such as issues relating to plan design or benefit structure, investment performance, and administration, and as a communication forum for participants. It is understood, however, that the Administrative Board shall have no authority or responsibility with respect to the management, operation, or administration of the Plan.

2. The News will have the option of offering resignation incentives to employees of any age in any amounts under any terms and conditions The News deems appropriate except that The News will notify any employee affected, and the Guild, at least two weeks in advance of any such offering. The employee has the right to refuse to hear any such offer, and having heard the offer, has the right to refuse that offer. No employee will be penalized for refusing such offering. The Guild reserves the right to negotiate additional incentives for the affected employee.

A. In the event The News requires an employee to sign a "waiver and release agreement" as a component of a resignation incentive, the terms of such agreement will be those negotiated by The News and the Guild, and such agreement shall comply with the terms of the Older Workers Benefits Protection Act of 1990 which govern the form of such agreements.

3. To the extent permitted by law, active employees electing early retirement between 62 and 65 years of age will be entitled to receive the following, until age 65, in addition to the pension benefits to which they are entitled under the Pension Plan, if such employees are asked and are willing to work on a part-time basis, and the employee is willing to continue working on a part-time basis:

A. The medical insurance base option insurance plan applicable to bargaining unit members pursuant to Article 23.

B. A group term life insurance policy providing a $10,000 normal death benefit under the terms and conditions as specified in the group life insurance policy.

C. At the time of early retirement, such employee will receive a two-week vacation bonus in addition to his/her regular vacation entitlement.

D. Notwithstanding anything contained in the contract to the contrary, The News will have the right to call, as needed, for part-time work individuals who have or in the future do retire from the editorial

or circulation departments, regardless of whether they retired pursuant to Section 1 of this contract. It is agreed that any such retiree who is employed part-time by The News may not work more than 1,000 hours during any one calendar year. Such retirees will be paid the top minimum scale for the group in which they are performing work.

E. Any retiree electing to work part-time pursuant to either Section 1 or Section 2 of this Article of the contract will be obligated pursuant to Article 3 of the contract to pay dues levied by the Guild.

4. Employees included in the bargaining unit covered by this Agreement between The News and the Guild ("bargaining unit members") who otherwise satisfy the eligibility requirements of The Buffalo News 401K Plan (the "401K Plan") may elect to defer a portion of their pay by making "pre-income-tax" contributions to the 401K Plan. Participation is limited solely to the right to elect to make contributions to the 401K Plan out of their pay, and The News will make no contributions whatsoever to the 401K Plan on behalf of bargaining unit members nor will bargaining unit members have any right to any allocation or share of any contributions made by The News to the 401K Plan on behalf of employees other than bargaining unit members. The company shall provide a socially responsible investment option to bargaining unit members. All Guild plan participants may contribute the annual maximum amount allowed by law. The News reserves the right to determine all of the terms and conditions of the 401K Plan in effect from time to time including, without limitation, all provisions relating to eligibility to participate, contributions by The News, if any, and by employees, accounting and allocations, vesting, payment of benefits, and plan administration. The News will determine the funding medium or media to be used for the funding of the 401K Plan from time to time, and shall designate any trustee, insurance carrier, investment manager, or other fiduciary who shall be responsible for the investment of the assets of the 401K Plan. All expenses relating to the administration of the 401K Plan (other than internal costs of The News) and the management of the assets of the 401K Plan will be charged to the 401K Plan, and will not be borne by The News. The News reserves the right to, at any time, (1) amend the 401K Plan; (2) terminate the 401K Plan; (3) merge or consolidate the 401K Plan with any other plan or transfer its assets to any other plan.

5. An Advisory Board comprised of two members appointed by the Guild and two members by the company will be established and maintained. The purpose of the board is to serve as a forum for discussion of matters of concern to either party that pertain to the 401K plan. These

matters could include, but are not limited to, plan design, investment performance and administration of the plan. It is understood, however, that the advisory board shall have no authority or responsibility with respect to the management, operation or administration of the plan.

Article 28 - Family Care

1. Regardless of other provisions of the contract, an employee may use vacation or personal holidays immediately after a birth or adoption or if emergency care becomes necessary for an employee's dependent.

2. The News will grant upon request an unpaid leave of up to six (6) months to an employee for care of a dependent member of their immediate family or household. The News reserves the right to verify the need for such care.

A. The News will allow employees to take unpaid time or personal holidays as provided for under the provisions of Article 10, Section 2 of this agreement when they need time off to attend to a sick child or other family emergency. Additionally, The News will allow employees to a maximum of 22.5 hours of available paid sick leave annually to attend to a sick minor child, a spouse or a parent living in the same household as the employee, provided the employee has fully exhausted all other available and previously unscheduled paid time off.

B. An employee returning from such leave will be returned to the same job if the employee returns promptly upon the expiration of the agreed upon leave which in no case can be longer than six (6) months and provided such position still exists. If the position no longer exists, the employee will be placed in a comparable position at no reduction in pay.

C. It is agreed that during such leaves The News may fill the resulting vacancy at its discretion and that the six (6) month limitation on a temporary position provision of Article 21 does not apply.

3. The News will grant an unpaid leave of up to eight weeks to employees who are responsible for the primary care of a newborn or adopted child. It is understood that an employee may use vacation, floats, holidays and/or accrued sick time during this unpaid leave under the following guidelines:

A. Such leave shall end no later than eight months after the birth or adoption of a child for whom an employee provides primary care.

B. Primary care leave must follow a ratio of at least one day of vacation, floats and/or holidays for every four days of sick leave. The sequence of leave shall be at least one day of vacation, floats and/or

holidays followed by four days of sick leave. (This shall not restrict the employee from voluntarily using a greater proportion of vacation, floats and/or holidays).

C. If the employee's anniversary occurs while the employee is on primary care leave, the employee may use additional newly-earned sick leave as provided above, except that the total sick leave used during primary care leave shall not exceed 40 days.

D. Such employees will be returned to the same job or to a comparable job, at no reduction in pay, if the employee's position immediately prior to such leave is no longer available.

4. While the mother of a newborn child is receiving disability insurance benefits she may supplement those benefits with vacation, floats and/or holidays to maintain her earnings at their normal level, provided that the total amount she is receiving shall not exceed her normal straight time earnings. Any vacation, floats and/or holidays used by the mother of a newborn child during the disability insurance waiting period or used to supplement disability insurance benefits shall be included in the ratio described in Section 3(B) above.

5. The News will maintain Medical Reimbursement and Dependent Care Accounts commonly known as Section 125 plans, for medical and child-care payments by eligible employees, who may elect to defer a portion of their pay by making "pre-income tax" contributions to the program. It is expressly agreed that the participation of bargaining unit members in the programs will be limited solely to the right to elect to make contributions to the program out of their pay. The establishment, operation and rules of the programs will be at the discretion of The News and are subject to regulatory approvals. The News reserves the right to determine all of the terms and conditions of the program, in effect from time to time, including, without limitation, all provisions relating to eligibility to participate, accounting and allocations, payment of benefits and program administration. Representatives of The News and the Guild will meet and agree on the disposition of funds forfeited through the Section 125 plan, beginning with the 1996 plan year and continuing for subsequent years as applicable.

A. Subject to legal constraints, the News will allow regular part-time employees who have at least one year of service to participate in the Medical Reimbursement and Dependent Care Accounts. All contributions will be made on a pre-tax basis and may not exceed a combined annual total of $1,500 per employee. Prior to enrolling in either account, part-time employees will be provided a written explanation of the paper's policies

for collecting designated deferrals in the event the employee experiences a payroll period in which wages are insufficient to cover the designated deferral, as well as an explanation of the required documentation the employee must provide in order to receive reimbursement from either account.

Article 29: EAP Requirements for Substance Testing

The Buffalo News and The Buffalo Newspaper Guild share a commitment to assisting employees in overcoming substance abuse problems. The goal of this program is to encourage treatment of substance abuse problems through the Employee Assistance Program (EAP) and allow employees to continue employment. The purpose of this program is to rehabilitate and not to punish employees, although there will be instances where disciplinary action is required and success will not always be achieved. The News will continue its affiliation with an external EAP which will work together with The News' internal EAP coordinators and Guild sponsored EAP coordinators to assist employees in recovering from substance abuse problems and maintaining employment.

1. The News shall have the right to require an employee whose appearance and behavior indicates that he/she is under the influence of drugs or alcohol to participate in the EAP at the point at which an employee could be suspended for one of the following reasons:

A. after verbal and written reprimands, the employee's job performance continues to deteriorate without a reasonable explanation.

B. the observation of an employee's behavior by a manager or supervisor who has completed the training noted in Section 7 below (and if possible, a second person) gives probable cause to believe that the employee is under the influence of alcohol or drugs and is unable to perform his/her job.

2. The News shall also have the right to require an employee to participate in the EAP when the employee's conduct while on duty results in a conviction of driving while ability is impaired by drugs or alcohol, or driving while intoxicated, under New York Law, or a similar offense in another state. An employee charged with such an offense but pending disposition of such charge shall have the option of immediately entering the EAP, or be assigned by The News to duties that do not require driving with no loss in pay or benefits.

3. The News retains the right to take appropriate disciplinary steps against employees who engage in acts of gross misconduct.

4. If The News requires an employee to participate in the EAP and if the EAP recommends substance abuse testing, the employee shall submit to the testing or face further discipline, up to and including discharge.

A. If the substance test is negative, the employee shall be returned to his/her job and made whole for any losses incurred by the testing procedure.

B. If the substance test is positive, the employee shall be required to follow the rehabilitation recommendations of the EAP. If the medical professionals associated with the EAP recommend a program of in- or out-patient rehabilitation, The Buffalo News shall pay all treatment costs unless otherwise covered by insurance.

C. The employee shall be returned to his/her position with The News upon recommendation from the EAP.

5. All drug and alcohol testing shall be performed by a certified testing laboratory. Testing procedures will be identical or substantially identical to those procedures dictated by the U.S. Department of Transportation. Testing will be limited to those substances currently identified for testing by DOT regulations, (amphetamines, opiates, PCP, marijuana and cocaine). In the event the DOT changes the substances identified for testing, The News shall inform the Guild and negotiate with its representatives before testing for additional substances. Positive findings are defined as two positive test results from a single sample which shall be obtained and maintained under sample integrity standards as required by the DOT regulations.

6. If an employee fails to comply with the treatment recommendations of the EAP, or ceases participation in the EAP prior to being released by the program, the employee may be subject to continued discipline, which shall not include discharge for a first offense, except for refusing to test as set forth in Section 4 above.

7. News supervisors shall be trained according to the Department of Transportation regulations related to training. Specific emphasis shall be placed on recognizing employees with substance abuse problems, documenting work-related problems, confronting employees, referring employees to the EAP and the reintegration of recovering employees to the work force.

Article 30 - Labor-Management Committee

1. A Labor-Management Committee, comprised of Guild representatives and management, shall meet at least quarterly for the following purposes:

a) to review The News' finances, including the actual revenue and expenses of the previous quarter, as well as projections for the future quarter

b) to discuss ideas for developing and adopting relevant training opportunities for all bargaining unit employees

c) to discuss ideas for operational improvements, promotional campaigns, revenue opportunities and other initiatives to preserve the viability of The News.

d) to discuss current and future changes to processes and equipment prior to their introduction in the workplace

e) to discuss any re-use and/or consolidation of The News building and ergonomic considerations of any such re-use and/or consolidation

The committee will also consider other issues the parties view as appropriate the the Labor-Management Committee, but the committee shall have no authority to adjust greivances or to discuss amendments to the collective bargaining agreement.

Article 31 - Contract Period

1. This contract will commence on August 1, 2014 and will expire at midnight July 31, 2016 and will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

2. At least 180 days prior to July 31, 2016, The News or the Guild may, by written notice to the other, initiate negotiations for a new contract. Such negotiations for a new contract will begin promptly and during such negotiations this contract will remain in effect, provided however, that if negotiations continue after July 31, 2016 then either party may terminate this contract on 60 days written notice to the other.

Concurrent with submitting such notice, the parties shall conduct joint research on relevant health insurance and pension issues. Health insurance research will include pricing and redesign options; pension research will include actuarial projections of costs associated with potential benefit improvements.

3. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by, or invalid under, applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement. Further, the parties agree to attempt to negotiate for valid replacement language to substitute for the provision which was so held to be prohibited by, or invalid under, applicable law.

4. All language in this contract is deemed to be gender neutral.

5. Appended to this agreement are several Memoranda of Agreement negotiated by the parties over numerous contracts. These Memoranda are renewed with the signing of this collective bargaining agreement.

Signed at Buffalo, New York, August 1, 2014.

THE BUFFALO NEWS,
A DIVISION OF BERKSHIRE
HATHAWAY INC.
Joseph Giglia
Vice President/Human Resources

THE BUFFALO NEWSPAPER GUILD
THE NEWSPAPER GUILD
CWA-31026
Henry L. Davis
President

MEMORANDUM OF AGREEMENT #1

Article 6, Section 1

The phrase contained in Article 6, Section 1 "only for economic reasons to remedy the stability of the newspaper" refers to situations where the Publisher has unilaterally asserted that the need to remedy the newspaper's stability requires staff adjustments.

At that point:

1. Fourteen (14) days advance notice will be given to the Guild, and
2. Upon request by the Guild

A) The Employer will forthwith provide to the Guild all information relied upon and/or considered in arriving at a decision to adjust the force.

B) After which the parties will then meet promptly to discuss all feasible alternatives.

C) Where no other feasible alternative is identified to the mutual satisfaction of the parties, The News may adjust the working force consistent with the terms of the Collective Bargaining Agreement and subject to an arbitrator's decision if either party elects to submit the dispute to arbitration. However, the parties agree that their respective interpretations, prior to these changes, of Article 6, Section 1, are not altered by this Memorandum of Agreement. If mutually agreeable solutions are not identified, either party may elect to proceed to arbitration pursuant to Article 17 of this Agreement as soon as possible.

None of the history of the 1990 negotiations prior to September 14, 1990, with respect to Article 6, Section 1, will be used or referred to during any arbitration involving this provision.

THE BUFFALO NEWS
By: *Ralph L. Wray*
Renewed By: *Daniel J. Farberman*
Date: 8-15-02

BUFFALO NEWSPAPER GUILD
By: *Robert J. McCarthy*
Renewed By: *Philip Fairbanks*
Date: 8-15-02

MEMORANDUM OF AGREEMENT #2

Article 21, Sections 4(B) and 4(C)

The Buffalo News and The Buffalo Newspaper Guild Local No. 26 herein agree that the following explanation shall apply to part-time employee vacations and sick leave and shall serve as an explanation of the application of Article 21, Sections 4(B) and 4(C).

VACATIONS

Vacation language shall be applied as follows:

1) The incremental vacation level, noted in Article 13 of the bargaining agreement shall be determined by the hire date of the employee.

2) The proration of part-time average hours per week shall be based on the total hours paid a part-time employee during the calendar year, prior to the year the vacation may be taken, divided by the maximum straight-time hours paid for a full-time employee, i.e., 52 x 37.5 or 1950 hours.

3) The fraction resulting in number 2 above, is then multiplied by the incremental level of vacation time resulting from the application of number 1 above.

4) The result of the three steps listed above determines the number of vacation hours earned and available to the part-time employee on their anniversary date.

5) It is understood that in cases where an employee's prior year of service is less than 52 weeks (because of date of hire or extended sick leave, for instance), the figures used in the calculation would be adjusted accordingly. (In the following examples, the actual number of weeks an employee was capable of working would be substituted for 52 in both A and B of the function).

Examples

The calculation formula is:

$$\frac{(A \times 52) \times B}{1950} = \text{number of vacation hours earned by a part-time employee, where}$$

— A is the average hours worked per week in the preceding calendar year, and

— B is the vacation increment based on an employee's hire date, and 52 is the number of weeks per year, and

— 1950 is the number of pay hours per year at 37.5 hours per week.

Employee	A	B
1	15	75.0
2	22	37.5
3	20	112.5
4	15	37.5

Employee

1 = $\frac{(15x52)x75.0}{1950}$ = 30.0 hours of vacation

2 = $\frac{(22x52)x37.5}{1950}$ = 22.0 hours of vacation

3 = $\frac{(20x52)x112.5}{1950}$ = 60.0 hours of vacation

4 = $\frac{(15x52)x37.5}{1950}$ = 15.0 hours of vacation

Paid Sick Time

1. Paid sick leave is also prorated based on the average hours worked per week in the preceding calendar year.

2. Full-time employees earn up to 112.5 hours per year (37.5 hours x 3 weeks) and can accumulate up to 337.5 hours in their sick leave bank (112.5 x 3).

3. Part-time employees are paid sick time for illnesses and injuries that prevent them from working scheduled hours. If a part-time employee is scheduled to work four hours on a given day, the maximum sick time is four (4) hours.

4. Part-time employees who are ill for a full work week, but are not scheduled, may draw from their earned sick time based on their average days worked per week in the previous calendar year and their average hours worked per shift in the previous calendar year.

5. Part-time employees on sick leave are limited to the number of days a full-time employee would be entitled to (earn up to 3 weeks per year, accumulate to 9 weeks total), but at their average hours worked per shift and average shifts worked per week in the previous calendar year.

Examples

The calculation formula is:

$\frac{(Ax52)xB}{1950}$ = number of earned sick leave hours per year (or accumulated) where,

— A is the average hours worked per week in the preceding calendar year, and

— B is 112.5 on an annual basis or 337.5 on a maximum accrual basis, and

— 52 is the number of weeks per year, and 1950 is the number of pay hours per year at 37.5 hours per week.

Employee	**A**	**B**
1	15	112.5
2	22	112.5
3	20	112.5
4	25	112.5

Employee

1 = $\frac{(15x52)x112.5}{1950}$ = 45.0 hours earned

2 = $\frac{(22x52)x112.5}{1950}$ = 66.0 hours earned

3 = $\frac{(20x52)x112.5}{1950}$ = 60.0 hours earned

4 = $\frac{(25x52)x112.5}{1950}$ = 75.0 hours earned

Ralph L. Wray
The Buffalo News
Date: 12/16/93
Renewed by Daniel J. Farberman
Date: 8/15/02

Richard Schroeder
The Buffalo Newspaper Guild
Renewed by Philip Fairbanks

MEMORANDUM OF AGREEMENT #3
Performance Appraisals

This MOA has been deleted pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #4
Article 16

During the negotiation of the collective bargaining agreement between The Buffalo News and The Buffalo Newspaper Guild, Local 26, the parties agreed to modify the language of Article 16 of the agreement. This will confirm that the modification of Article 16 dealing with re-sale for re-publication is only intended to address re-publication in a newspaper, magazine or other printed periodical. The News and the Guild have

agreed not to address the issue of re-publication in electronic or digital form during these negotiations, beyond the addition of Article 16, Section 4 because The Buffalo News is not currently reselling employee-produced material to electronic publications. In the event The News seeks to begin such re-sale, the parties agree to negotiate the effect of that decision. Any changes made to Article 16 during these negotiations are without prejudice to the position of either The News or the Guild on the issue of re-publication in electronic or digital form.

Ralph L. Wray	***Thomasina Williams***
The Buffalo News	The Buffalo Newspaper Guild
Date: 10/10/97	
Renewed By: *Daniel J. Farberman*	Renewed By: *Philip Fairbanks*
Date: 8/15/02	

MEMORANDUM OF AGREEMENT #5
Departmental Issues

This MOA has been deleted pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #6
Car Loans

This MOA has been incorporated into Article 15, Section 2 of the cba pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #7
Editorial Grievance Settlements

During the 1996 negotiations, the following grievance settlements were achieved by The News and the Guild:

A. Use of stringers (two grievances dated 4/25/96)

1. The News shall add five part-time Group D reporters. The primary work of these part-time employees shall be to supplement the work of full-time Group D reporters assigned to the suburbs, by covering suburban government meetings, (including school boards and village boards) writing spot news and enterprise stories related to the suburbs. These part-time employees may also be used to supplement the work of full-time critics and reporters assigned to the Features department. The News shall not be precluded from using these part-time employees to perform other Group D work, provided the majority of each part-timer's

work is as stated above.

2. The News shall promote the current three Group L employees to part-time Group D employees and hire one additional part-time Group D employee to work in the Niagara Bureau. The primary work of these part-time employees shall be to cover the type of news normally covered out of the Niagara Bureau. The News may also assign these employees to perform any other work normally performed by Group D employees, provided the majority of each part-timer's work remains the coverage of Niagara County.

3. Stringers and freelancers are understood by the parties to be individuals with whom The News has an independent contractor relationship. The standard for determining whether an individual's relationship is that of an independent contractor is the "right of control" test as developed under the National Labor Relations Act. In the event the Guild disagrees with The News' classification of an individual as an independent contractor under the standard described above on the basis that the individual is working for The News as a "de facto" employee, the Guild may pursue such a disagreement by filing a grievance. Such disagreement, if arbitrated, shall be decided exclusively on the basis of NLRB standards which define the right to control test.

4. The News may continue to use material and information acquired from stringers and freelancers in a manner consistent with the collective bargaining agreement. In the event the Guild believes The News is using stringer or freelance copy in a manner that violates the collective bargaining agreement between the parties, the Guild may pursue such disagreement by filing a grievance.

5. It is understood that the principles of this agreement shall apply in the adjudication of any future grievances related to stringer use and jurisdiction.

B. News editors doing Assistant News editor work (grievance dated 1/8/97)

The Buffalo News, a Division of Berkshire Hathaway, Inc., and The Buffalo Newspaper Guild agree to resolve the January 8, 1997 grievance regarding excluded news editors doing assistant news editor work as follows:

1. Work normally performed by the assistant news editor on days shall be performed as follows in the future:

a. Reworking of Section A inside pages shall be completed by the assistant news editor for all editions except Central, North and City, when the news editor may rework the inside of Section A. To expedite

the publication of the paper, an assistant news editor may occasionally be assigned to perform work normally performed by the news editor and the news editor may occasionally perform the work of an assistant news editor, pursuant to the terms of Article 11, Section 8.

C. AME for Graphics (grievance dated 12/4/96)

The assistant managing editor for graphics shall not perform any bargaining unit work, except in cases of emergency as stipulated in Article 1, Section 2 of the collective bargaining agreement.

Ralph L. Wray	***Thomasina Williams***
The Buffalo News	The Buffalo Newspaper Guild
Date: 10/10/97	
Renewed By: *Daniel J. Farberman*	Renewed By: *Philip Fairbanks*
Date: 8/15/02	

MEMORANDUM OF AGREEMENT #8

Inclement Weather Policy

All bargaining unit members are expected to use their best efforts in attempting to get to work even during inclement weather conditions. In the event that a weather-related emergency has been declared by a governmental body of competent authority, or its policy agency, and such weather-related emergency directly prevents the bargaining-unit member from coming to work, the bargaining-unit member may elect to use accrued personal time (i.e. vacation or float), or to take the day off without pay, or by mutual agreement between an employee and management, to make up the missed time so long as such make up occurs within fourteen (14) days of the day missed, and so long as schedule does not adversely affect any other Guild member. For the purposes of this agreement, weather-related emergency would include a driving ban, the closing of a municipality, or the cessation of public transportation, resulting in the bargaining unit member being directly prevented from coming to work. In the event that an employee is already at work when a weather related emergency is declared pursuant to the provisions of the above inclement weather policy and such employee desires to leave work due to this declared weather emergency, said employee will be allowed to leave work. Employees who leave work under this policy shall have the same options as listed above for the employees who are unable to come to work. Employees ordered to leave work shall be paid for the remainder of the shift.

Daniel J. Farberman
The Buffalo News
Date: 8/15/02

Philip Fairbanks
The Buffalo Newspaper Guild

MEMORANDUM OF AGREEMENT #9
Extended Sick Leave

May 30, 2002
Mr. Phil Fairbanks
President
Buffalo Newspaper Guild
120 Delaware Ave., Suite 420
Buffalo, New York 14202

1. Administration of Extended Sick Leave

During these current negotiations the parties had extensive discussions regarding the administration of extended sick leave under the provisions of Article 14 of the Collective Bargaining Agreement and the Settlement Agreement now incorporated into the successor Agreement.

The parties agree that when an employee covered under the provisions of this Agreement is eligible for Extended Sick Leave pursuant to Article 14, Section 7 of the Collective Bargaining Agreement, and then requests to be payless in accordance with Section 5 of the Extended Sick Leave Settlement Agreement, said employee may not then later access paid Extended Sick Leave for the same or related injury or illness, unless in the interim the employee has returned to work.

In the case where an employee knows in advance that the term of his/her absence will be greater than the six or twelve months provided for under Article 14, he/she may first request a leave of absence under the provisions of Article 19 (2). Following this period of leave under Article 19 (2) the employee may then request an Extended Sick Leave pursuant to the provision of Article 14 (7) and the Extended Sick Leave Settlement Agreement. Section 5 of the Extended Sick Leave Agreement notwithstanding, under these circumstances the company retains all of its discretionary authority as outlined in Article 19 (2).

For example, if an employee knows the term of an absence is going to be eight (8) months, the employee can request a Leave of Absence under Article 19 (2) for the first two (2) months and Extended Sick Leave for the remaining six (6) months. It is within Management's discretion to either approve or deny the employee's request for leave under Article 19 (2).

This further clarification of the administrative procedures involving Extended Sick Leave as contained in Article 14 of the Collective Bargaining Agreement and the Extended Sick Leave Settlement Agreement, preserve

Management's discretion in granting leaves of absence, except as limited by Section 5 of the Extended Sick Leave Settlement Agreement, and further defines that leaves granted to employees under Article 14 (7), be they paid or unpaid, may not exceed the contractual limits established in the Agreement.
Additionally, the parties had discussions regarding the Company's rights under New York State Law to collect New York State Disability as an offset against wages paid to employees granted Extended Sick Leave of that portion of Extended Sick Leave coded as sick time.
Following these discussions the parties agreed that the Company may collect an offset against wages paid as sick time under the provisions of New York State Disability Law, and that the Union will raise no protest now or in the future regarding this practice.

2. Carry-over of vacation week if Extended Sick Leave extends from one calendar year to the next calendar year.
In a settlement dated November 30, 2004, The Buffalo News and the Buffalo Newspaper Guild agreed as follows:

A. A bargaining unit member who is on extended sick leave pursuant to Article 14, Section 7 of the Collective Bargaining Agreement, and whose extended sick leave period extends from one calendar year into the next calendar year must make written request to the Company to carry over into the next calendar year the one (1) week of retained vacation specified in Article 14, Section 7E. Such requests will not be unreasonably denied by The Buffalo News.

B. If the above week of vacation is carried over by the bargaining-unit member into the next calendar year, it must be used before December 31st of that new calendar year.

C. The Buffalo News agrees to include a notation on all extended sick leave scenarios prepared for bargaining-unit members that informs them of their right to make written request to carry over the above mentioned vacation week.

D. The Buffalo News further agrees to supply the Guild office with copies of all extended sick scenarios it prepares for bargaining-unit members.

E. The parties agree that the current method of using accrued sick time, floating holidays, accrued vacation and the retention of one week of accrued vacation time, all as specified in Article 14, Section 7(E) of the cba shall continue. Moreover, the parties shall continue the practice whereby vacation time which has been earned pursuant to Article 13,

Section 1 (A) through (E) of the cba, but which is not yet eligible to be taken, does not constitute "accrued time" or "accrued vacation time" for purposes of determining the vacation time which must be used during extended sick leave within the meaning of Article 14, Section 7 (E) of the cba and Paragraph 3 of the extended sick leave settlement in AAA Case No. 15 3000 00214 00LC, dated June 15, 2001. Accordingly the practice whereby such earned but ineligible vacation time is retained by employees on extended sick leave shall continue.

Sincerely,

Daniel J. Farberman
Vice President, Human Relations
The Buffalo News

MEMORANDUM OF AGREEMENT #10
Administration of Family & Medical Leave (FMLA)

June 4, 2002

Mr. Phil Fairbanks
President Buffalo Newspaper Guild
120 Delaware Ave., Suite 420
Buffalo, New York 14202

Re: Administration of Family & Medical Leave (FMLA)

Dear Phil:

During these current negotiations the parties had extensive discussions regarding the administration of Family & Medical Leave (FMLA), and its interaction under the provisions of Article(s) 14 and 28 of the Collective Bargaining Agreement.

The parties agree that Family & Medical Leave Act (FMLA) shall be administered so that an employee covered under the provisions of this agreement shall have their FMLA leave time run concurrently with all other qualifying contractual leave of absence periods.

The parties further agree that FMLA leave time will be administered

by the Company such that an employee granted a leave of absence under the provisions of Article 14 (7) or Article 28, paid or unpaid, shall be able to utilize no greater amount of leave time than that provided for under Article 14 (7) and Article 28.

Additionally, the parties discussed and agree that employees on a leave of absence under the provisions of Article 28 shall continue their flex benefit insurance coverage provided for by The News.

The parties also discussed a complex string of circumstances where an employee covered under the provisions of this agreement had accessed the full allotment of extended sick leave under Article 14 (7), and subsequently is granted a leave of absence under Article 28 where FMLA leave is run concurrently, and the employee is again ill or injured and requested a leave of absence under the provisions of Article 19 (2).

The parties agree that if an employee finds themselves in the circumstances as described above and is granted a leave of absence under Article 19 (2) that during the first twelve (12) weeks of this unpaid leave the Company will provide the employee flex benefits.

Sincerely,

Daniel J. Farberman
Vice President/Human Relations
The Buffalo News

MEMORANDUM OF AGREEMENT #11
New Media, Web and Digital Products

The parties enter into this Memorandum of Agreement [MOA] with the intention of providing The Buffalo News a flexible, efficient means to operate New Media, Internet and Digital Services, including Buffalo.com and BuffaloNews.com, (hereinafter collectively referred to as "online work"). The MOA is also intended to provide News employees in departments represented by the Buffalo Newspaper Guild an opportunity to play a meaningful role in the operation of online work, and to preserve the Guild's rights to represent Buffalo News employees.

This MOA is a reflection of the way in which the parties intend to work together to foster and develop The News' online work. In the event of a conflict between the specific provisions of this MOA and anything contained in the Collective Bargaining Agreement, the specific provisions of this MOA shall prevail.

This Memorandum of Agreement (MOA) shall be incorporated into the Collective Bargaining Agreement.

1. Any Editorial Department unit member may be assigned to perform the following online work:

a. Writing and editing copy that will be used primarily on The Buffalo News web sites and other related digital services.

b. Editing/reviewing copy generated by non-employees for use primarily on the News web sites and other related digital services.

c. Production of RSS feeds, text messages and Pod casts.

d. Compilation of information lists and statistical packages, such as, but not limited to, calendar events, sporting box scores, that will be used primarily on the News web sites and related digital services.

e. Recording and editing of video, audio and still photographs and producing graphics to be used primarily on The News web sites and related digital services.

f. Design and production of News web sites and related digital services.

2. Any Classified Advertising Department unit member may be assigned to perform the following online work: Sale of classified advertisements, products and enhancements that will appear on The News web sites and related digital services.

3. Any ABC Department unit member may be assigned to perform the following online-related work:

a. all accounting, bookkeeping, credit oversight, collections, & billing

b. setting up customer account numbers

c. setting up contracts in the CJ system, or its successor and making billing adjustments

d. related functions which support the above performed in connection with any web-related electronic and or digital products or services.

4. In connection with the work assignments as set forth in Paragraphs 1-3 above, the employee will continue to be represented by the Guild and be covered by the terms of the Collective Bargaining Agreement. However, online work assignments shall be non-exclusive, and notwithstanding anything to the contrary, the provisions of Article 1, Section 2 shall not apply to such work.

5. The Guild recognizes the right of The News to employ individuals not covered by the Collective Bargaining Agreement to perform online work, including, but not limited to, exempt supervisors and managers,

employees from non-unit departments of The News, individuals employed by another employer, and independent contractors. However, The News shall not establish new positions outside the bargaining unit to perform functions parallel in nature to the work normally and presently performed by bargaining unit members.

6. Any non-supervisory employee hired in a Guild-represented department shall be covered by the Collective Bargaining Agreement, regardless of the nature of work they perform (print or on-line). Disputes regarding the excluded or unit status of newly created positions shall be resolved pursuant to the terms of Article 1, Section 7.

7. The News will provide bargaining unit employees the necessary training and equipment needed to perform online work associated with these electronic products and services. The News will not assign such new work to bargaining unit employees until they have been provided such training The News deems necessary to perform the work in a competent and proficient manner. Bargaining unit employees may not decline or refuse work assignments, however. Untrained or inadequately trained employees will not be subjected to disciplinary action regarding their performance. Additionally, employees on staff as the date of the signing of this MOA shall not be subject to discipline regarding their performance of the designated work if such work is beyond the scope of the skills and experience normally required of their position for print publication. For example, a reporter could not be disciplined for the quality of work shooting video, nor could a photographer be disciplined for writing online copy.

8. The News reserves its right to determine who shall perform online work, where and when the work shall be performed and the equipment, method, manner and means by which the work is performed.

9. The provisions of Article 11, Sections 7, 8, 9 shall not apply to online work.

10. Prior to, assignment of on-line work to classified advertising employees the parties agree to establish a commission incentive program for bargaining unit employees in the Classified Advertising Department for the sale of products related to online work and to develop an equitable system of access among unit employees in connection with such products.

11. Classified Advertising Department employees on staff as of the date of this agreement will not be involuntarily transferred to other Guild-covered departments under the process provided at Article 1, Section 3.

The names of the above mentioned employees are:

Kevin Bartholomew
Dawn Bender
Irene Bernhard
Margaret Black
Susan Boquard
Carole Bridge
Rodney Chamberlain
Susan Cryan
Diane Sixt-Cupples
Janet Devine-Sherman
Michelle Faltisko
Alexa Finn
Beverly Gniewecki
Gloria Greene
Donna Grimaldi
Katherine Gumulak
Robert Johnston
Jacqueline Kuma
Mary Lombardo
Ralphine Magby
Renee Mikler
Christina Ouellette
Collette Poleto
Jolene Rucinski
Ann Marie Rucki
Sharon Steck
Patricia Toepfer
Carrie Zanghi

12. In full settlement of the below listed grievances The Buffalo Newspaper Guild and The Buffalo News hereby agree that this MOA settles and resolves any and all issues that are contained therein.

Grievance #	Buffalo.com	March 31, 2000
Grievance #	Buffalonews.com	March 31, 2000
Grievance #	Buffalocars.com	March 31, 2000
Grievance # 44-02	On-Line Billing	July 30, 2002
Grievance # 48-02	Buffalojobfinder.com	September 12, 2002

13. The parties commit to a process of ongoing communications regarding any issues that may arise affecting bargaining unit employees as it relates to online work and online products and services. In particular, The News will provide the Guild timely advance notice - at least 30 days when practical - regarding the introduction of new electronic, web, or digital products and services, or changes to existing products and services, job responsibilities, job duties, and assignments.

14. The Guild will not use the work assignments resulting from this MOA as a means to attempt to represent non-bargaining unit individuals performing online work, nor to claim jurisdiction over that work through means such as unit clarification procedures, including accretion, or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize employees involved in online work.

15. The News is permitted to use work produced by Guild bargaining unit members for both its print and online products without being subject to the re-use provisions of Article 16, Section 2, of the Collective Bargaining Agreement. (For example: content produced by a bargaining unit employee for an on-line product and then reproduced in whole or in part in the printed version of The Buffalo News shall not be considered re-use and will not create a re-use compensation opportunity under the provisions of Article 16, Section 2 of the collective bargaining agreement.)

The provisions of Article 16, Section 2 of the current collective bargaining agreement shall remain unchanged as it regards the re-use of material from The Buffalo News print newspaper for re-publication in a newspaper, magazine or other printed periodical.

The reproduction and/or re-use of content created solely for The Buffalo News on-line products by bargaining unit employees and subsequently sold for re-publication in a newspaper, magazine, other printed periodical, or on-line publication shall be governed by the provisions of Article 16, Section 2 of the collective bargaining agreement and re-use compensation shall be paid by The News.

Daniel J. Farberman
The Buffalo News
January 26, 2007

Patrick J. Gormley
The Buffalo Newspaper Guild-CWA
January 26, 2007

MEMORANDUM OF AGREEMENT #12

Job Sharing

This MOA has been incorporated into Article 9, as a new Section 10 of the cba pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #13

Last Call for District Managers Agreement

The Buffalo News agrees that it will discuss changes in the time of the District Managers' last call with the Guild. With the re-signing of this agreement, customer service remains open for customer calls until 7:00p.m. Monday through Friday, and on Saturday and Sunday until 11:30 a.m.

The redelivery of missed papers will be the responsibility of the independent contractor of record on the subscriber's account, or a district manager. Jurisdiction over redelivery shall remain with district managers in the event the independent contractor of record is unable to perform the redelivery function.

The September/October 1994 grievance settlement providing for the utilization of IBT drivers shall remain unchanged.

MEMORANDUM OF AGREEMENT #14

Inside Circulation Transfers

The Buffalo News and Buffalo Newspaper Guild/CWA agree to incorporate the below settlement into the CBA with the following interpretations:

1. This agreement shall govern lateral transfers in Inside Circulation, but shall not in any way limit The News' rights under the Contract and past practice to transfer or assign people within other departments of The News.

2. The News will provide two weeks' notice to the employee and the Guild of any proposed transfer from one position to another within Inside Circulation. At the request of either the employee or Guild, The News will provide the reasons for such proposed transfer and will meet to discuss such reasons with the employee and the Guild. The reasons for the transfers shall be in accordance with paragraph 3 below.

3. At the expiration of the trial period of three months in any new position, the employee will be confirmed as a regular employee in that position. Thereafter, absent of the consent of the employee to be transferred, or the Guild, the employee may be transferred out of the position only when:

A. the position has been eliminated, or

B. The News has reduced the number of employees occupying the position and the transferred employee is the least senior employee in the position, provided the remaining employees are able to perform the remaining work without The News being obligated to provide special training.

C. The News has shown operation reasons for the transfer, or

D. The News has shown reasons based on the employee's performance in the position, or

E. The News has shown unique reasons why the employee should be placed into a different position, or

F. There is just and sufficient cause.

4. In determining whether The News has demonstrated sufficient reason for a transfer resulting from performance deficiencies under 3(d) above, the following factors shall apply:

A. Clear notice to the employee of the performance issues, and

B. If appropriate to the situation, an attempt by The News to let the employee try to correct the deficiencies.

5. Nothing in this Agreement shall waive the Guild's rights set forth in Article 17 to challenge the validity of The News' assertion of operational or performance reasons as described in paragraphs 3 (c) and 3 (d) and 4 above.

6. This Agreement supersedes any and all agreements outside the collective bargaining agreement regarding transfers within inside circulation.

Laura Dudley	***Bob DiCesare***
The Buffalo News	The Buffalo Newspaper Guild
3/6/02	
Renewed By: *Daniel J. Farberman*	Renewed By: *Philip Fairbanks*
Date: 8/15/02	

MEMORANDUM OF AGREEMENT #15

District Manager Telemarketing Agreement

This MOA has been retired pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #16

District Manager KMF Agreement

This MOA has been retired pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #17
News Business Auto Policy

This MOA has been retired pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #18
Independent Free Publication Agreement-District Manager's Signature as Witness Signature Only

This MOA has been incorporated into Article 26, Section 11 of the cba pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #19
District Manager Agreements Reached 8/31/00

This MOA has been incorporated into Article 26, Section 12 of the cba pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #20
Ergonomic Study

This MOA has been deleted pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #21
Family Leave in Classified Advertising

With the prior approval of management, Classified employees shall be allowed to combine lunch and breaks or be allowed to use a half vacation day at any time during the day to attend to a sick minor child, a spouse or a parent living in the same household as the employee. This agreement shall not affect in any way the practices established in other departments relating to the combination of lunch and breaks and the use of half vacation days.

MEMORANDUM OF AGREEMENT #22
District Manager Responsibilities-

This MOA has been retired pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #23
Mileage Verification Policy

The News will issue this Mileage Verification policy with the adoption of this contract:

1. When requested by the Company, employees using their personal vehicles for Company business must present proof of automobile insurance and a valid driver's license.

2. All employees seeking reimbursement for mileage expenses incurred while performing business for The Buffalo News will be required to submit, on forms provided by the Company, a written expense report to their respective Department Head.

3. Expense reports submitted for mileage reimbursement shall be reviewed by each Department Head.

4. In the event any Department Head determines that additional documentation about an employee's mileage activity is required, the Department Head will request that the employee provide a higher level of mileage verification on their future expense reimbursement reports for a period of thirty working days or less as determined by the Department Head.

5. During this thirty working day period, a Department Head may require an employee to provide The News with a complete log of all miles driven, including times, starting and ending points and the reason the miles were driven, as well as starting and ending vehicle odometer readings.

6. In the event an employee operates more than one (1) vehicle, the employee will also be required to identify the vehicle driven and the odometer readings of all vehicles used for Company business.

7. Additionally, during the thirty day period, upon request of management, employees are required to present their vehicle for verification of the odometer and the requested miles for reimbursement.

8. Employees found to have submitted false expense reimbursement reports will be subject to discipline up to and including discharge.

MEMORANDUM OF AGREEMENT #24

Overtime & Holiday Scheduling-Inside Circulation Department

For the purposes of overtime and holiday scheduling, the Inside Circulation Department will be divided into the following three groups:

1. Newspapers in Education (NIE) Group
2. Operations Group
(Includes Insert Clerks, Router Clerks, Sales and Marketing Clerks, Single Copy Clerks and Miscellaneous Clerks)
3. Customer Service Telephone Group
(Includes Full and part-time Customer Service Telephone Clerks, Service Desk Clerks and Division Clerks)

Overtime and holiday scheduling for the Customer Service Telephone Group will be limited to Guild members currently assigned in the Customer Service Telephone Group and that employees will continue to be scheduled by seniority.

Overtime and holiday scheduling in the NIE and Operations Group will be based on seniority and knowledge of the job within each group.

The following vacation groups shall be established for the purposes of vacation scheduling. Each group shall have its own vacation schedule:

1. Operations Group (with coverage exceptions)
2. N.I.E. Group
3. Zone Office Clerks Group and those who cover for them
4. Service Desk Clerks Group and those who cover for them
5. Customer Service Telephone Clerks Group

MEMORANDUM OF AGREEMENT #25
Remote Entry of Classified Advertising

The Employer and the Union do hereby agree as follows:

1. For purposes of calculating incentive earnings, The Buffalo News will continue to credit bargaining-unit employees of the Classified Advertising Department with lineage and revenue for all remote entry ads processed, including GDT Nova ad processing.

2. The Company will provide weekly lineage and revenue reports to each bargaining-unit member of the Classified Advertising Department for all remote entry ads processed by that representative.

3. The Buffalo News will provide the Union advance written notice of and an opportunity to meet and discuss any new remote entry categories of classified advertising introduced in the future.

4. The Company agrees to equally promote remote entry advertising and telephone sales advertising in the Classified Advertising Department.

5. All bargaining-unit members of the Classified Advertising Department will be given e-mail and internet access to assist in sales opportunities. The use of e-mail and internet access by bargaining-unit members of the Classified Advertising Department shall be governed by The Buffalo News Electronic Communications Policy (attached) dated May 1, 2000.

6. The Guild shall continue to be responsible for and to solicit as volunteers, bargaining-unit employees to process GDT Nova ads and other remote entry ads as is the current practice: identifying all GDT Nova ads that come in daily; distributing ads evenly amongst phone staff;

and logging ads distributed in Excel spreadsheet, all in addition to such employees' normal daily activities.

7. This Agreement shall be enforceable through the parties' collective bargaining agreement.

The Buffalo News	The Buffalo Newspaper Guild-CWA
Daniel J. Farberman	Patrick J. Gormley

MEMORANDUM OF AGREEMENT #26
Classified Advertising Non-Transfer Guarantee List

This MOA has been incorporated into MOA #11, Section 11 of the cba pursuant to Memorandum of Agreement #36

MEMORANDUM OF AGREEMENT #27
District Manager Non-Transfer
and Early Retirement Eligibility List

Truskey, Mark
Gerber, Alfred
Irwin, David
Wilson, Gary
Ratigan, Gerald
Hauck, David
Milligan, Timothy
Fay, Richard Jr.
Wirth, Michael
Fay, Edmund
Frye, Thomas
Scapillato, Phillip
Hill, Kimberly
Bovey, Paul
Shanahan, Daniel
Snyder, Robert
Zielinski, Kevin
Portman, Joan Marie
Maslanka, Paul
Bremer, Gene
Trautman, Donald
Alli, Anthony
Szczepanski, Paul

Gormley, Patrick
Long, Brian
Robinson, Leroy
Palumbo, Paul
Baker, Duane
Burke, Carol Ann
Bordonaro, John Jr.
Mueller, Paul
Scott, Gregory
Key, Mark
Notaro, Thomas II
Nagel, Jeffrey
Eisensmith, Christine
Gant, Nicholas
Zasowski, Scott
Bader, Glenn
Lapi, Joseph
Elling, Thomas Jr.
Miller, Doris
Sullivan, Joshua
Liberta, Joseph
Schoonover, Jason
Thaine, Jennifer
Friedman, Jean

Daniel J. Farberman
The Buffalo News

Patrick J. Gormley
The Buffalo Newspaper Guild CWA 31026

MEMORANDUM OF AGREEMENT #28
Editorial Interns

This MOA has been deleted pursuant to Memorandum of Agreement #36

MEMORANDUM of AGREEMENT #29
In-sourcing work to Guild departments

1) The parties agree that the opportunity to obtain new work related to Circulation Customer Service, Classified Advertising and Accounting from outside sources provides mutual advantages and should be pursued during the term of this agreement. The parties make this agreement to enable The News to pursue that work.

2) For the purposes of this agreement, the process of contracting for additional work from other entities and publications not owned or operated by The Buffalo News is referred to as in-sourcing. Employees hired as a result of in-sourcing are referred to as contract employees (CE) and traditional bargaining unit employees are referred to as regular employees.

3) No CEs will be hired unless the News has successfully executed a contract to in-source work that requires more hours of work than can be accommodated by the normal work hours of regular employees.

4) In anticipation of hiring employees to handle in-sourced work, the parties will negotiate a maximum number of CEs or maximum number of hours to be worked by CEs, based on the specific needs of the in-sourcing contract.

5) Any CEs hired as a result of a contract to in-source work to bargaining unit departments will be bargaining unit members with the full coverage of the collective bargaining agreement, with the exceptions described below.

a) Contract employees hired pursuant to the agreement allowing for in-sourced work will be hired at the beginner rate for their classification, but will not progress through the experience levels of their classification while classified as a contract employee.

b) CEs are subject to layoff, based on overall seniority, at the end of any insourcing contract the News may execute, (not the specific contract for which they were hired).

6) Prior to the implementation of this policy in Classified Advertising, the parties will negotiate an acceptable arrangement for calculating employees' incentive earnings, if any, for contract work, and the effect the addition of contract work will have on the incentive earnings of regular employees. Likewise, the parties will negotiate the terms of any commission system for collections employees in the Accounting department.

7) CEs who are working under these reduced terms will function as a feeder group for filling regular bargaining unit positions and no applicants will be hired from outside the bargaining unit while CEs are on staff.

8) When the News seeks to fill vacancies in classifications in which CEs are employed, those CEs will progress to regular employee status on the basis of seniority to fill the vacancy in the regular position.

9) When CEs progress to regular employee status, their placement on the wage schedule will be adjusted, if necessary, to provide a wage rate that reflects their full length of service.

10) No regular employee will be laid off while a CE is on staff in the same job classification from which the News is seeking layoff.

11) Regular employees facing a layoff from their classification will have the right to displace CEs in another classification pursuant to Article 6.2

12) It is the intent of the Buffalo News to use regular employees to perform the preponderance of work done in support of Buffalo News products and services, but it is understood CEs may also perform traditional bargaining unit work. The News recognizes its obligation to provide the Guild the necessary information for the administration of this agreement.

13) This agreement will not automatically renew for inclusion in any successor agreement without the specific consent of both parties to continue the arrangement.

MEMORANDUM of AGREEMENT #30
Quality Monitoring

The purpose of quality monitoring is to assure courteous treatment and superior service for Buffalo News customers and to assure an accurate exchange of information between callers and their News contacts.

When managers monitor employees' telephone contacts, they will be analyzing the contact for appropriate performance in these four key areas: information gathering procedures, adherence to established customer service procedures, knowledge of products and services and telephone etiquette.

TRAINING

Managers will train all employees involved in customer contact on the requirements of good customer service interaction and effective sales techniques. Employees will receive detailed training in the following key areas: information gathering procedures, customer service procedures, availability of products and services offered within the department and telephone etiquette.

New employees will be provided this training as an important part of their orientation and instruction. Additionally, all current employees will be trained in any changes in expected performance or processes for customer interaction and offered opportunities for skills development before the employee is monitored for compliance.

MONITORING

In support of the goals of this policy, managers will continue to monitor employees' phone calls for compliance with the four key areas described above.
Managers who conduct monitoring will be adequately trained in the appropriate process for quality monitoring, coaching and the role of progressive discipline under this policy.

Managers will regularly provide feedback to employees based on their observations of customer interaction during call monitoring. At the latest, employees will be informed of unacceptable performance prior to the end of the shift immediately following the incident. Managers will make an effort to commend employees when their performance meets or exceeds expectations.

COACHING

If a manager identifies performance that does not meet the established goals in any of the four key areas described above, the manager will guide the employee to improved performance through coaching sessions that will include the following steps:

1. explaining the performance deficiency to the employee
2. providing the employee additional training or instruction

3. making a written record of the noted shortfall and necessary improvement
4. providing the employee and the Guild a copy of that record

Coaching sessions will be conducted in a constructive, collegial and non-threatening manner. Coaching is not intended to be punitive in nature.

Managers may make recordings of customer contacts to use as a tool to help improve employees' performance. These recordings may include examples of the employee's own performance shortfall as well as other employees' calls that illustrate satisfactory performance in any of the four key areas described above. Recordings illustrating unacceptable performance will not be shared with other employees without the recorded employee's consent.

Employees will be given sufficient work time to improve unacceptable performance and an opportunity for additional coaching prior to receiving any disciplinary notices. Management acknowledges that coaching is not a one-time event and commits to working with employees through multiple coaching sessions prior to issuing any discipline for deficient performance in any of the four key areas.
During the course of coaching, employees will be advised if their performance is not improving to an acceptable level and will be informed that continued unacceptable performance may lead to progressive discipline.

PROGRESSIVE DISCIPLINE

This policy is intended as a customer service improvement mechanism, not an employee reduction plan. However, management reserves the right to pursue progressive discipline in response to continually unacceptable performance that is not improved as a result of the coaching process described in this policy.

Any verbal or written warning issued for unacceptable performance in any of the four identified key areas will be deactivated when the employee receives no further performance-based discipline for a period of six months, unless management shows good cause for extending that period. Suspensions will be deactivated on a case-by-case basis following a joint review of the employees' performance.

Management will not issue a suspension or a termination for unacceptable performance in any of the four identified key areas without having made recordings of the unacceptable performance that triggered the discipline. The Guild will be provided copies of any recording that is used as the basis for discipline, as well as any recordings used as examples of acceptable performance.

Individual mistakes or errors in work processes will not lead to progressive discipline unless the unacceptable performance constitutes gross misconduct or are part of a continual pattern of errors uncorrected by coaching.

MISCELLANEOUS

Upon ratification, this policy may be applied in inside circulation and classified advertising. The Guild and employees will be given at least 30 days notice prior to the application of this policy in the accounting department.

Managers will ensure the consistent application of this policy and will apportion their monitoring initiatives evenly among all supervised employees, excluding those who are actively in coaching. It is understood that employees who are in coaching will be monitored more often than those who are not.

Management will produce print materials to aid in employee training and coaching, but will not rely solely on the distribution of print materials for these purposes. Management may provide employees with scripts to help guide exchanges with customers, but immaterial deviations from those scripts will not be a basis for discipline.

Ratification of this policy is not a waiver of the union's right to bargain over any change in the employer's equipment, methods or reasons for recording customer contacts. Management recognizes its legal obligation to give the Guild advance notification of any anticipated changes.

Managers will promptly disengage from any phone conversation that is not related to News business.

MEMORANDUM of AGREEMENT #31
Nightside Cafeteria Hours

In the event the News decides to terminate nightside food service operations in the fifth floor cafeteria, all employees who regularly perform the majority of their work in between 6 p.m. and 6 a.m. at the main location will be paid a one-time bonus of $100 concurrent with implementation of the reduced hours. This group will be defined as those employees who were paid the contractual night differential for a majority of shifts worked in the eight weeks immediately preceding the end of nightside cafeteria operations. The News will continue to maintain access to the fifth floor dining room and balcony during regular nightside working hours.

MEMORANDUM of Agreement #32
Editorial Stringer Settlement

This agreement is a settlement of a grievance filed on January 2, 2011 regarding The Buffalo News' use of stringers for certain aspects of local news coverage. This agreement represents a full settlement of the aforementioned grievance.

The Buffalo News and The Buffalo Newspaper Guild-CWA agree to the following revised application of Article 1, Section 2, Guild jurisdiction, as it relates to the coverage of government and education in local villages and municipalities:

1. Coverage of Village and Municipal Governments

a. The News will establish a population threshold of 13,000 residents for coverage of government meetings, enterprise and community coverage in the municipalities of Erie and Niagara counties. Municipalities with 13,000 or more residents will be covered by staff reporters; municipalities of less than 13,000 residents may be covered by stringers. The method used for the measurement of the population thresholds for municipalities in Erie and Niagara counties will be the U.S. Census population count conducted every ten years.

b. Jurisdiction of government meetings, enterprise and community coverage in the villages of Erie and Niagara counties will be the same as the jurisdiction of the municipalities in which the majority of the village resides. As an exception to this standard, the villages of Blasdell and Angola may be covered by stringers.

2. Education Coverage

a. The News will establish an enrollment threshold of 3,000 students for the coverage of school districts, school board meetings and enterprise education coverage in Erie County. Districts with a student enrollment of 3,000 or more will be covered by staff reporters; districts with fewer than 3,000 students may be covered by stringers. The method of measurement used for student enrollment thresholds in Erie County will be the New York State Department of Education's annual enrollment figures at the time the U.S. Census is released.

b. There are two exceptions to this standard within Erie County: the East Aurora School District will continue to be covered by Guild-represented employees and the Grand Island School District may be covered by stringers.

c. Once Karen Robinson, the incumbent staff reporter leaves the East Aurora School District coverage assignment, a stringer may be assigned to the East Aurora School District, and a staff reporter will be assigned to cover the Grand Island School District.

d. The Niagara Falls City School District will continue to be covered by Guild-represented employees, but other school districts in Niagara County may be covered by stringers.

3. This agreement applies exclusively to the editorial coverage of government and education in local villages and municipalities, as described in the preceding two sections, and shall have no effect on the application of Article 1, Section 2 in any other department of the newsroom.

4. This agreement is limited solely to the Editorial department's coverage of government and education in local villages and municipalities and shall have no effect on the application of Article 1, Section 2 in any other Guild-represented departments.

5. The Guild agrees to meet with News management to discuss possible changes in the union's jurisdiction over local government and education coverage in the event of further downsizing of the newsroom after the date of the signing of this agreement.

Margaret Sullivan For The Buffalo News	Henry L. Davis For The Buffalo Newspaper Guild CWA-31026

MEMORANDUM of Agreement #33
Classified Advertising Subcommittee

The parties will meet during the course of this agreement in an attempt to find efficiencies and to increase revenue in the classified department

Joseph Giglia
For The Buffalo News

Henry L. Davis
For The Buffalo Newspaper Guild
CWA-31026

MEMORANDUM of Agreement #34
Editorial News Aides

The parties will initiate a pilot project creating a new bargaining unit job classification titled "News Aide." News Aides will assist in content creation for digital and print products.

Generally, the job responsibilities of the News Aides could include:

- rewriting press releases that require minimal follow-up and can be accomplished by phone or email
- field reporting limited to routine meeting coverage
- writing for various Calendars (Community Calendar, Business Calendar, etc.)
- contributing to live blog posts and tweeting from live news events

More specifically, News Aides' job responsibilities could include:

Local News

- covering school districts with student population of 4,000 or fewer (those of 3,000 or fewer can remain stringer-covered)
- routine village and town boards for municipalities of less than 25,000 residents (those of 13,000 or fewer can remain stringer-covered)
- rewriting routing court, police and local news press releases
- routine obits
- contributing to "Where We Live" and other community calendars
- covering secondary level board meetings in the municipalities of 25,000 and above, excluding those functioning on behalf of the City of Buffalo

Sports

- high school game coverage that is intended for secondary and tertiary stories based on anticipated importance
- all Division 1 college game coverage except for men's basketball, men's hockey and UB Football
- all non-Division 1 game coverage

Business and Finance

- earnings reports written from routine press releases that result in news briefs and do not require participation in follow-up conference calls
- rewriting routine press releases addressing topics such as product line changes, expansions, hirings and relocations
- covering routine meetings of groups such as Buffalo Urban Development Corp., Buffalo Place, and Clarence and Lancaster IDAs

News Aides will be paid $712.50 per week. When performing Group D work News Aides will be compensated at the two-year experience rate for Group D employees, currently $820.16 per week but they will not progress through the wage steps of Group D. They may be hired on part-time or full-time basis.

News Aides hired as part of this pilot project will be subject to termination after the expiration of the pilot project, but will otherwise have the full coverage of the collective bargaining agreement.

News Aides' work will be used to supplement Group D work, not to replace work appropriately performed by Group D employees. The News will utilize Group D reporters for regular beat coverage, stories with high anticipated news value, enterprise reporting and subject matter requiring ongoing coverage.

News Aides will not perform regular Group D reporter work on an ad hoc basis. However, News Aides may be reassigned temporarily to Group D to function as a regular reporter for a specific project or specified duration, for a period not less than one workday. The News will provide the Guild notice of such assignment pursuant to the terms of Article 3.8.

This pilot project will last until July 31, 2017 and will not be renewed absent the explicit approval of both parties. The parties will begin meeting 90 days prior to the pilot project expiration to analyze the possible renewal of the News Aide position with a decision as to the continuation or elimination of the position required no later than 60 days before the pilot project expires. The parties may mutually agree to alter these deadlines.

During the course of this agreement, the parties will meet as needed to review use of the News Aides and endeavor to resolve any questions arising on the appropriate use of News Aides.

Joseph Giglia For The Buffalo News	Henry L. Davis For The Buffalo Newspaper Guild CWA-31026

MEMORANDUM of Agreement #35
Vacation Allotment Calculations

The parties enter into this Memorandum of Agreement (MOA) with the intention of providing notice to the Buffalo Newspaper Guild-CWA employees regarding the timing of their vacation allotment calculations. Beginning January 1, 2016, The Buffalo News will begin to calculate vacation allotments on a calendar year basis instead of the employee's anniversary year. The Buffalo News agrees that no bargaining unit member will lose vacation time that they would have been entitled to under the old allotment timing.

MEMORANDUM of Agreement #36
Streamlining of Current Memorandums of Agreement

During bargaining for a successor agreement to the 2013-2014 Collective Bargaining Agreement (cba), the parties reviewed all the Memorandums of Agreement (MOA's). Those MOA's that no longer apply have been designated as being "deleted". MOA's designated as being "retired" represent settlements that have no current application to the current work processes and conditions of employment. Accordingly, the parties agree it is advisable to exclude them from the printing of the next Collective Bargaing Agreement, with the understanding that if the

conditions, which motivated the settlements, contained in any of the retired MOAs reemerge, the terms included in those agreements will continue to govern. In addition, a number of MOA's have been identified as "also" in this document. These MOA's or portions of these MOA's will be incorporated into relevant articles and sections of the cba.

The parties make this agreement with the intent to streamline the Collective Bargaining Agreement, but with no intent to nullify the settlements contained in the retired MOA's.

The following MOA's will be deleted:

MOA # 3 Performance Appraisals (but the parties retain the right to bargain over performance appraisals)
MOA # 5 Departmental Issues
MOA #20 Ergonomic Study
MOA #28 Editorial Interns

The following MOA's will be retired:

MOA #15 District Manager Telemarketing Agreement
MOA #16 District Manager KMF Agreement
MOA #17 New Business Auto Policy (News supplied updated letter to the Guild)
MOA #22 District Manager Responsibilities

Also:

MOA #6 Car Loans
Incorporate the MOA into Article 15.2 and delete the MOA
MOA #12 Job Sharing
Incorporate the MOA into Article 9 as a new Section 10 and delete the MOA
MOA #14 Inside Circulation Transfers
Retain the MOA but delete Section 7
MOA #18 Independent Free Publication Agreement-District Managers' Signature as Witness Signature Only
Incorporate the MOA into Article 26 and delete the MOA
MOA #19 District Manager Agreements Reached 8/31/00
Incorporate the MOA into Article 26 and delete the MOA
MOA #25 Remote Entry of Classified Advertising
Retain the MOA but delete Sections 6 and 7
MOA #26 Classified Advertising Non-Transfer Guarantee List
Move the names listed in MOA #26 and place them into MOA #11, Section 11 and then delete MOA #26

MEMORANDUM of Agreement #37
NewsFlex Calculation Example (Article 23 Section 3Ci)

The effect of this agreement for 2017 is that, absent a successor aggreement, NewsFlex credits will be calculated by increasing the 2016 NewsFlex credits in an amount equal to the dollar value of any increase in the premium for the base option plan that exceeds 5%.

This means that employees will be responsible for paying the difference between the number of NewsFlex credits provided and the actual premium for their chosen plan.

As an example, this is how the NewsFlex credits would be calculated in 2017 in the event there is no successor agreement:

2015 NewsFlex family credit	$18,450.00
estimated 2016 NewsFlex family credit	
(2015 base plan premium plus 10%	20,295.00
estimated 2017 base plan premium increase	
(2016 base plan premium plus 11%)	2,232.45
estimated 2017 base plan premium	22,527.45
employee pays first 5% of increase	1,014.75
NewsFlex credits increased by 6%	1,217.70
combined	2,232.45
estimated 2017 NewsFlex family credit	21,512.70