

## Proposed Changes to the Collective Bargaining Agreement

### 1. Preamble

This contract is made as of the first day of August ~~2016~~ **2018** 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.

### 2. Article 1 Section 1 A

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~~ **executive assistants**, the Executive Sports Editor, the two News Editors, ~~the Library Systems Director~~, the Washington and Albany bureaus; Executive Business Editor, Chief Copy Editors; ~~one Graphics Editor~~, one Design Editor **Director**; Urban Affairs Editor (only while that position is held by Rod Watson) **the Digital Editor, the Director of Photography, the Digital News Editor, the Digital Engagement Editor, the Multimedia Content Coordinator.**

### 3. Article 1 Section 1 B

B. The District Managers in the Circulation/Delivery & Transportation Department, excluding: ~~Circulation Director, Executive Secretary to the Circulation Director, five~~ **four** 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~~, **Customer Service Manager.**

### 4. Article 1 Section 1 C

C. 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~~, **Accounting Managers**, and the Internal Auditors.

### 5. Article 2 Sections 1 - 4:

1. Beginning ~~April 24, 2017~~ **August 1, 2018**, 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, **Deputy News Editor, Deputy Business Editor, Gusto Editor, Watchdog 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~~.

	8/1/16	4/24/17	8/1/17 <b>18</b>
All experience steps:	1,317.77	1,337.54	1,350.92

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
All experience steps:	1,264.32	1,283.28	1,296.11

Group C: Copy Editors, Rewrite, Music Critic, ~~Drama Critic~~, Arts Critic, Columnists, ~~Magazine Artist-Designer~~, **Digital Content Editor, Digital Design Specialist**

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 5 years	1,217.76	1,236.03	1,248.39
After 4 years	1,127.34	1,144.25	1,155.69
After 3 years	1,032.80	1,048.29	1,058.77
After 2 years	938.31	952.38	961.90
After 1 year	843.77	856.43	864.99
Beginner	749.24	760.48	768.08

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 5 years	1,204.80	1,222.87	1,235.10
After 4 years	1,056.46	1,072.31	1,083.03
After 3 years	938.31	952.38	961.90
After 2 years	820.16	832.46	840.78
After 1 year	713.78	724.49	731.73
Beginner	654.72	664.54	671.19

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 5 years	<del>832.74</del>	<del>845.23</del>	853.68
After 4 years	<del>773.70</del>	<del>785.31</del>	793.16
After 3 years	<del>714.62</del>	<del>725.34</del>	732.59
After 2 years	<del>655.56</del>	<del>665.39</del>	672.04
After 1 year	<del>596.50</del>	<del>605.45</del>	611.50
Beginner	<del>537.47</del>	<del>545.53</del>	550.99

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 4 years	<del>656.24</del>	<del>666.08</del>	672.74
After 3 years	<del>617.25</del>	<del>626.51</del>	632.78
After 2 years	<del>578.21</del>	<del>586.88</del>	592.75
After 1 year	<del>539.14</del>	<del>547.23</del>	552.70
After 6 mos.	<del>500.09</del>	<del>507.59</del>	512.67
Beginner	<del>461.03</del>	<del>467.95</del>	472.63

Group G: Interns, Sports Clerks

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 1 year	<del>444.39</del>	<del>451.06</del>	455.57
Beginner	<del>408.95</del>	<del>415.08</del>	419.23

~~Group H: Temporary News Aides~~

	8/1/16	4/24/17	8/1/17
<del>After 1<sup>st</sup> year</del>	<del>393.02</del>	<del>398.92</del>	<del>402.91</del>
<del>First Year</del>	<del>357.57</del>	<del>362.93</del>	<del>366.56</del>

2. Beginning ~~April 24, 2017~~ **August 1, 2018**, the schedule of minimum wages for the Circulation Department will be:

Group A1: District Managers, District Sales Advisors

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 3 years	<del>1,013.68</del>	<del>1,028.89</del>	1,039.18
After 2.5 years	<del>926.07</del>	<del>939.96</del>	949.36

After 2 years	876.27	889.41	898.30
After 1.5 years	848.87	861.60	870.22
After 1 year	745.67	756.86	764.43
After 6 mos.	693.13	703.53	710.57
Beginner	677.86	688.03	694.91

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 2 years	876.27	889.41	898.30
After 1.5 years	848.87	861.60	870.22
After 1 year	745.67	756.86	764.43
After 6 mos.	693.13	703.53	710.57
Beginner	677.86	688.03	694.91

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

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 1.5 years	18.54	18.82	19.01
After 1 year	18.03	18.30	18.48
Beginner	17.51	17.77	17.95

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.

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 4 years	695.69	706.13	713.19
After 3 years	657.95	667.82	674.50
After 2 years	628.97	638.40	644.78
After 1 year	599.41	608.40	614.48
After 3 mos.	587.58	596.39	602.35
Beginner	573.40	582.00	587.82

Group C: Customer Service Clerks

	8/1/16	4/24/17	8/1/17 <b>18</b>
After 4 years	626.43	635.83	642.19
After 3 years	592.84	601.73	607.75
After 2 years	559.26	567.65	573.33
After 1 year	525.67	533.56	538.90
After 6 mos.	492.09	499.47	504.46
Beginner	458.89	465.77	470.43

3. The Classified Advertising Department was subcontracted by The Buffalo News in 2017 in accordance with the terms of MOA #38

4. Beginning ~~April 24, 2017~~ **August 1, 2018**, the schedule of minimum wages for the ABC Department will be:

Accounting Clerks			
	<del>8/1/16</del>	<del>4/24/17</del>	<b>8/1/17 18</b>
After 4 years	<del>695.69</del>	<del>706.13</del>	713.19
After 3 years	<del>655.38</del>	<del>665.21</del>	671.86
After 2 years	<del>614.56</del>	<del>623.78</del>	630.02
After 1 year	<del>573.99</del>	<del>582.60</del>	588.43
After 6 mos.	<del>533.44</del>	<del>541.44</del>	546.85
Beginner	<del>492.89</del>	<del>500.28</del>	505.28

6. New Article 2 Section 14

**14. The parties agree that all pay rates will be at least the New York State or Federal minimum wage, whichever is higher.**

7. Article 11 Section 7 C

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

8. Article 23 Section 3 C

C. The ~~2017~~ **2018** obligation of the employer shall be to provide eligible employees health care credits equal to ~~95~~ **91%** of the cost of the base-option plan described in Section 4 below **and this obligation shall continue thru December 31, 2021.** ~~The future obligation of the employer shall be to provide eligible employees health care credits equal to 91% of the cost of the base option plan described in Section 4 below in 2018~~

- i. In the event the parties fail to agree to a successor collective bargaining agreement prior to the start of the ~~2019~~ **2022** 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 #37, 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.

8. Article 31 Section 1

This contract will commence on August 1, ~~2016~~ **2018** and will expire at midnight July 31, ~~2018~~ **2021** and will inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

## 9. Article 31 Section 2

At least 180 days prior to July 31, ~~2018~~ **2021**, 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, ~~2018~~ **2021** then either party may terminate this contract on 60 days written notice to the other. However, during these negotiations the parties have agreed to begin bargaining for a successor contract no later than the second week of January ~~2018~~ **2021**.

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.

## 10. New MOA #39

### **MEMORANDUM OF AGREEMENT #39 Streamlining of Current Memorandums of Agreement**

**During bargaining for a successor agreement to the 2016-2018 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 "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 cba with the understanding that if the conditions, which motivated settlements, contained in any of the retired MOAs reemerge, the terms included in those agreements will continue to govern.**

**The parties make this agreement with the intent to streamline the cba, but with no intent to nullify the settlements contained in the retired MOAs.**

**The following MOA's will be deleted:**

**MOA #31 – Nightside Cafeteria Hours**

**MOA #33 – Classified Advertising Subcommittee**

**The following MOAs will be retired:**

**MOA #13 – Last Call for District Managers**

**MOA #21 – Family Leave in Classified Advertising**

**MOA #25 – Remote Entry of Classified Advertising**

**MOA #29 – In-Sourcing work to Guild Departments**

## 11. New MOA #40

### **MEMORANDUM OF AGREEMENT #40 Experimental Digital Content Producer**

The parties will initiate an experimental pilot program creating a new bargaining unit job classification titled “Digital Content Producer” for any digital-only editorial Group D work. Digital Content Producers will assist in content creation for electronic, web, or digital journalism products developed by the editorial department for The Buffalo News.

Digital Content Producers will be compensated at \$712.50 per week for the first two years of their employment with The Buffalo News, regardless of their prior professional experience. They may be hired on a part-time or full-time basis and will work a minimum one four-hour shift per week.

Digital Content Producers may not freelance for the same electronic, web, or digital journalism product for which they have been employer by The News.

During their probationary period, Digital Content Producers hired as a part of this experimental pilot program may be subject to termination if the electronic, web, or digital product is ended, but otherwise will have the full coverage of the collective bargaining agreement except as noted in this agreement.

The probationary period for Digital Content Producers shall be 24 months from the date of hire. After such time, they shall become regular employees with all the rights and benefits of the collective bargaining agreement and will advance through the wage tables of Group D as follows:

After 2 years advance to 1-year Group D rate

After 4 years advance to 2-year Group D rate

After 5 years advance to 3-year Group D rate

After 6 years advance to 4-year Group D rate

After 7 years advance to 5-year Group D rate

Freelancers or stringers for electronic, web, or digital products shall not be used for regular beat coverage, stories with high-anticipated news value, enterprise reporting and subject matter requiring ongoing coverage.

Prior to the launch of any new electronic, web, or digital product, The News will give at least 30 days written notice to the Guild office of any such products, anticipated job assignments or changes to any existing products and job assignments. The parties agree to meet and discuss any such new products, changes or job assignments upon request of The News or the Guild.

The parties agree to meet as needed during the course of this pilot program to discuss the use of Digital Content Producers to endeavor to resolve any concerns arising on their appropriate use.

This pilot program will expire on July 31, 2021 and will not be renewed without the explicit approval of both parties. The parties will begin meeting at least 90 days prior to expiration to analyze the possible renewal of the Digital Content Producer position, with a decision on the continuation or elimination of position required no later than 30 days before expiration. The parties may mutually agree to alter these timelines.