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AGREEMENT
Between
THE BUFFALO NEWSPAPER GUILD CWA 31026
and
THE BUFFALO NEWS

This contract is made as of the 14th day of April 2020 between The Buffalo News Inc. (“The News”), and The Newspaper Guild of Buffalo Local 31026, The NewsGuild/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 employees in The Buffalo News Prepress operation excluding members of the Engravers Union, the Prepress manager, the Prepress Assistant Manager and Supervisors.
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.
3. The Prepress manager will not perform bargaining unit work, and/or similar work that may result from the introduction of new equipment or new processes and performance of such work 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.
4. The Prepress Assistant Manager and no more than two (2) supervisors will be able to perform bargaining-unit work as performed in the past. It is understood that this work is limited to “pinch-hitting” for smooth departmental operation. The performance of such work will not be for the purpose of diminishing the number of employees in the bargaining unit or supplanting their duties. It will also not be an alternative to the assignment of overtime.
5. Work that is normally and presently performed within the unit includes, but is not limited to, the following:
 - A. Pagination of all non-editorial content in the print paper.

B. Plate making and plate layout planning. However, jurisdiction is shared with the Engravers Union.

C. Designing, editing, correcting, revising, and processing of ads. Some of this work may be shared with Creative Services, as has customarily been done in the past, however it is understood that the work falls under the jurisdiction of Prepress and will not comprise the bulk of any non-union employees' work.

D. Downloading and processing of all syndicated, non-editorial features that appear in the print paper, including but not limited to, puzzles and comics.

E. Preparation, arrangement, and writing of Advertising Services driver trips; all driving for delivery and pick-up for Advertising Services material; delivery of inter-departmental Advertising Services mail; telephone and cellular phone communication related to Advertising Services; processing proofs, layouts, and revises; stamping paper, logging, and all record keeping customarily performed in the past.

F. The union has asserted, and the Company agrees, that the following examples of work fall under the jurisdiction of the Prepress department: the Pennysaver, weekly publications owned by the Company, except for WNY Values, magazine, menus, and the charity Cradle Beach. This list is merely illustrative and will not be construed as all-inclusive.

6. The Guild will be given sixty (60) days' notice prior to the introduction of new equipment or new processes when such introduction would result in the reduction of staff. Any such reduction will be accomplished by layoff and/or voluntary buyout and/or attrition. If any employees are slated for layoff, The News will offer to transfer employees to open positions in other Guild represented departments for which they are qualified at their current rate of pay or the appropriate departmental Guild rate, whichever is higher. It is understood that The News is the final judge of qualifications.

7. The minimum of Prepress employees shall not fall below ten (10) during the life of this contract. As of the date of this contract the Prepress group consists of all employees previously classified as Advertising Operations, Advertising Services, and Composing.

8. If The News establishes 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 the first notice, the Guild may submit the question to binding arbitration under Article 8 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.

9. 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.

Article 2 – Wages

1. Beginning August 1, 2020 all employees will be classified as Prepress Specialist. There will be an hourly rate increase to all employees as follows:

Anyone earning less than \$14.00 shall receive a minimum wage of \$15.00 per hour.

Anyone earning between \$14.01 and \$15.50 shall receive a minimum wage of \$15.50 per hour.

Anyone earning between \$15.51 and \$20.00 shall receive a \$.50 per hour increase

Anyone earning over \$20.00 shall receive a \$.25 per hour increase

2. Any employee acting in a lead person capacity shall receive a differential of \$1.00 per hour in addition to the regular wage.

3. For any shift hours worked that extend after 6:00 p.m., but no later than 6:00 a.m., the Employer will pay a night differential of \$0.50 per hour.

Article 3 – Merger

The parties agree to a merger of the Composing, Advertising Operations and Advertising Services units into one unit in accordance with the terms of this contract.

All prior contracts for these units are null and void as of the signing of this agreement.

Employees belonging to the Engraving unit are also included in Prepress on a non-exclusive jurisdiction basis pursuant to their current collective bargaining agreement.

Article 4 – 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 5 – 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 6 – Management Rights

The Buffalo News has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects, and the powers and authority which the employer had not abridged, delegated or modified by the express provisions of this agreement are retained by The Buffalo News. The rights of The Buffalo News, through its management employees, shall include but not be limited to the right to hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge or otherwise discipline employees for cause, to determine the location, methods, means, and schedules of operations, and to change, modify, or alter work assignments to maintain efficiency of operations, shall be the sole and exclusive right of Management.

Article 7 – Severance Pay

1. Employees who are separated from The News to reduce the workforce shall receive severance. When severance pay is paid it will be paid at an employee's current rate of pay in an amount equal to one (1) week's pay for every twelve (12) months of employment or major fraction thereof to a maximum of 26 weeks.
2. No employee with at least six (6) months of service shall receive a less than two (2) weeks severance pay.
3. Such severance pay will be available at the next regularly scheduled payday following separation from News employment.
4. The employee formerly covered by the Advertising Operations contract will be grandfathered at one (1) week's pay for every six (6) months of employment or major fraction thereof in keeping with the provisions of the retired Advertising Operations contract.
5. Part-time employees severance pay will be prorated based on their average hours worked in the previous calendar year prior to separation of employment except that employees not having worked the entire previous calendar year shall have their severance pay prorated based on the number of weeks actually worked in the previous calendar year.
6. Employees having worked both full-time and part-time in the previous calendar year, or fraction worked shall be prorated, including the full-time employment period(s) as in the previous paragraph.

Article 8 – Grievance and Arbitration

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. Grievances must be filed no later than thirty (30) days after the date of the occurrence. 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 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 9 – Progressive Discipline

The parties recognize and agree to the concept of progressive discipline. The institution of a disciplinary step may, however, commence at any of the four steps of verbal warning, written warning, suspension without pay or termination of employment depending on the exigencies of each situation. Employees shall have the right to be represented by the union. All progressive discipline issued to an employee will be expunged from an employee's file after six (6) months, and will not be used in any further discipline.

Article 10 – No Strikes or Lockouts

1. The Publisher agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the Communications Workers of America under circumstances which make the Publisher an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this Agreement. No employee shall refuse to execute such work until after 48 hours' notice of such strike or lockout has been given to the Publisher by the Union.
2. No employee covered by this Agreement shall be required to cross a picket line established by any Union with whom the Publisher is required to bargain, provided the picket line is authorized by the International body of the Union establishing same. The Publisher shall not be required to pay any employee for time lost by reason of refusal to cross a picket line.
3. The Guild agrees that there will be no strikes or work stoppages under any circumstances during the term of this Agreement. The Publisher agrees that there will be no lockout under any circumstances during the term of this Agreement.

Article 11 – Work Environment

The Publisher agrees to furnish a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work.

Article 12 – Employment & Seniority

1. Seniority – It is agreed that seniority shall be recognized as the length of employment at The Buffalo News. Seniority sequence for employees with the same hire date shall be determined by a flip of a coin.
2. Establish new work groups for the purposes of scheduling and vacation within the Prepress department.
 - A. Composing/Plate Room
 - B. Advertising Services
3. Application of seniority status – It is understood and agreed that seniority rights shall be applied as follows:
 - A. Schedules will be by seniority within each group.
 - B. Full and part time employees may be laid off to reduce the force in reverse order of seniority.
 - i) No full time employee may be laid off while there are part time employees on staff covered under this agreement.
 - ii) No layoffs shall occur without two (2) weeks notice to the union during which time the company and the union will meet promptly to discuss and consider other feasible alternatives before layoffs may commence.
 - iii) No layoffs shall occur while payments for the 2020 voluntary separation offer are ongoing.
 - C. Vacation schedule will be by seniority within each work group.
 - D. Overtime shall be assigned by seniority on a rotating basis in keeping with past practice.
4. Probationary Employees
 - A. New employees will be on a probation period for the first sixty (60) days actually worked at The News. During the probationary period, a probationary employee may be demoted, laid off or discharged, with or without cause, as determined by The News and without recourse to the grievance or arbitration procedure.
 - B. The length of the probationary period for an individual employee may be extended by mutual consent.

Article 13 – Hours of Work & Scheduling

1. The normal work week for full-time employees shall consist of five (5) seven and one-quarter (7.25) consecutive hours per shift, but not including a thirty (30) minute non-paid lunch period, and two fifteen (15) minute breaks per shift which shall be scheduled at the convenience of the office.
2. The normal workweek for full-time employees shall be thirty six and one-quarter (36.25) hours per week. The workweek is defined as a seven (7) day period beginning on Monday and ending on Sunday. The News reserves the right to change the workweek to another consecutive seven (7) day period.
3. Part time employees will not be scheduled for less than four (4) hours unless operational emergencies occur or by agreement with the employee.
4. All time worked after seven and one-quarter (7.25) hours in a workday or thirty-six and one-quarter (36.25) hours in a workweek, both days and nights, shall be paid at the overtime premium of time and one-half the straight time rate. Employees granted advance approval to utilize personal holidays in accordance with the provisions of Article 18 Section 3 of this agreement shall have this approved floating holiday included in the calculation for weekly overtime payment.
5. The News shall have the right to require employees to work up to 1 hour of overtime at the end of their shift.
 - A. The supervisor will attempt to give sixty (60) minutes advance notice for end of shift overtime realizing that end of shift overtime may not become apparent in advance of the end of a shift.
6. The opportunity to work overtime shall be equalized insofar as possible provided that the individual employee has the necessary skills and ability to do the available work.
7. Day work shall be between the hours of 6 a.m. and 6 p.m. Night work shall be between 6 p.m. and 6 a.m.
8. No employee shall be paid for less than a full shift except when discharged for cause or excused at his or her own request.
9. No employee shall work a doubleheader except in case of emergency. If an employee does work a doubleheader the second shift will be paid at the overtime rate. A doubleheader is a second shift starting within seven and one-half (7.5) hours after the completion of a shift.

10. No employee covered by this agreement shall be required to work more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When an employee agrees to work on a regular day or night off, or the sixth or seventh shift in any financial week, he/she shall be paid overtime for such work.

11. The time each situation (schedule) starts shall be designated by the supervisor and shall be the same for at least four (4) days or nights during the week. At least twenty four (24) hours notice shall be given for an emergency change in starting time. The supervisor shall have the privilege of scheduling his/her workforce. No employee shall be allowed to leave the office during working hours, excluding lunch and breaks, except with the notification and agreement of the supervisor.

12. Employees may claim new shifts, new starting times, and new slide days in accordance with their seniority standing when open schedules are posted.

13. The supervisor shall designate the particular days or nights constituting a situation (schedule). All changes of regular slide days or nights of any regular situation shall be by mutual agreement. If such changes cannot be arranged by mutual agreement between the supervisor and an employee, then the least senior employee competent to perform the work must be transferred. Temporary changes of slide days are allowed to facilitate operating during the vacation period. Notice of such changes must be made at least two (2) weeks in advance.

14. Time off is subject to management consent. Dark time (unpaid time off) will not be allowed to be used while an employee has available paid time off. Subsequent use of dark time is subject to management consent, which shall not be withheld during emergency situations. Management may require an explanation of the circumstances related to any request for dark time.

15. With prior management approval, which shall not be unreasonably withheld, breaks and lunch may be combined at any point during the workday to accommodate an employee.

16. No employee shall be denied the right to reasonable time off provided that at least 24 hours notice has been provided to the supervisor.

Article 14 – Not Financially Responsible

Employee shall not be held responsible for financial obligations incurred by The News, which result from errors in advertisements. However, errors may be subject to the progressive discipline procedures of Article 9.

Article 15 – Americans with Disabilities

The News and the Guild agree to comply in good faith with the Federal Americans with Disabilities Act. The parties shall meet and discuss any accommodation that may affect seniority.

It is understood and agreed that The News has to make reasonable accommodations to meet the requirements of the law and such actions and accommodations and their effects shall not constitute a breach of this Agreement.

Article 16 – Jury Duty

A full-time employee called for jury duty shall receive his/her regular weekly wage, including payment for any holiday occurring during said jury duty service, less the amount received for jury duty. The employee must return to work for the balance of the regular shift on any day he/she is excused from jury duty. A night-side employee automatically becomes dayside for the duration of his/her jury duty and days off are Saturday and Sunday.

Any part time employee missing scheduled hours, including any paid holiday, if applicable, because of jury duty shall be reimbursed for wages lost to the extent that lost earnings exceed the amount received for jury duty.

Article 17 – Bereavement

In the event of a death in the immediate family and/or household, an employee shall be entitled to up to three (3) days off, including day of funeral, with pay to cover shifts for which an employee was scheduled to work. Immediate family shall be limited to spouse, child, father or mother, sister, brother, mother-in-law or father-in-law, grandchildren and grandparents of the employee. This benefit shall not be extended to an

employee absent from work because of vacation or other reason. For the purposes of bereavement leave, the term immediate family will incorporate step relationships of all covered family members.

Article 18 – Sundays and Holidays

1. All work on Sundays shall be for a full shift. Sunday work, other than a regular Sunday shift, shall be paid for at two times the regular hourly rate.

2. The following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, between 6 a.m. and 6 p.m., shall be paid for as follows:

A. A day's pay shall be paid for the first half of a full shift or fraction thereof. All time after the first half of shift shall be paid for at time and one-half based on the regular hourly rate paid except that all work on Sundays and holidays by employees working on a night shift before 6 p.m. shall be paid at double time.

B. Employees working a regular shift on the night of a holiday shall receive time and one-half based on a 7.25 night for 6 hours' work. Employees working the last scheduled day shift or night shift before Christmas or New Year's shall be paid at two times the regular rate.

3. Five extra holidays per year (Floats) shall be granted to each regular employee, the days to be determined by mutual agreement between the employee and the supervisor. Final selection for use of these holidays for the calendar year must be determined by October 1 of that year. During the first calendar year employed a regular employee shall receive one personal holiday for every ten (10) weeks employed.

4. During the weeks in which the above enumerated holidays occur, four shifts of 7.25 hours each, a total of 29 hours, shall constitute a week's work and shall be paid for at the daily rate specified in Article 2 of this agreement. When the slide day or night falls on a holiday, regular employees may hold an extra slide day to be taken by mutual agreement between the employee and the supervisor. Final selection of such slide day shall be by October 1 of that year.

5. It is agreed that employees who have to work the fifth day shall be paid six days wages for the week at straight time rates.

6. Employees on vacation shall receive an extra day of vacation when a holiday falls during a vacation period.

Article 19 – Vacations

1. Full time employee shall earn vacation in accordance with days worked as follows:

<u>January 1</u>	<u>Rate Earned</u>	<u>Maximum Annual Vacation</u>
Less than 3 years	1 Shift per 20 shifts worked or major fraction thereof	10 Days
3 or more years	1 Shift per 14 shifts worked or major fraction thereof	15 Days
10 or more years	1 Shift per 10 shifts worked or major fraction thereof	20 Days
20 or more years	1 Shift per 8 shifts worked or major fraction thereof	25 Days

A. Employees with less than one (1) year of service as of January 1 receive one (1) day of vacation for every twenty (20) shifts worked, e.g. forty (40) shifts worked earns two (2) days vacation.

B. Employees absent because of sickness shall receive vacation credits for days lost while ill, but credits so allowed shall not exceed the rate of one day's credit for each day of illness during which the employee has collected disability or compensation benefits and shall not exceed five days' credit in any week.

2. Compensation for vacation shall be paid at the rate of pay an employee is earning at the time vacation is taken. Pay for the pay week immediately preceding a vacation pay period shall be available on the normally

scheduled payday. Compensation shall be at the shift rate applicable to the employee at the time vacation is taken.

3. Employees who separate from their employment voluntarily or employees terminated for cause shall be entitled to vacation pay earned up to the date of separation including partial year credits for the calendar year ending December 31. In the event of the death of an employee, all earned vacation pay shall be payable to the estate of such employee.

4. Employees must accept and take all vacations earned and may not carry forward vacation time into any subsequent calendar year without the approval of his/her supervisor.

5. Vacation weeks available for the summer vacation period, defined, as beginning the Monday nearest June 15 and ending on the Sunday immediately following Labor Day, will be posted by March 1 of each year. Such summer vacation weeks will be given out by seniority provided, however, that the necessary skills to perform the available work are available to the office. Summer vacation weeks must be taken in increments of at least five (5) days and cannot be taken in increments of more than ten (10) days except the three members of the former Ad Services department (Winter, J. Sparacino, P. Sparacino) may take up to fifteen (15) days.

6. Employees shall be required to accept such vacation time according to seniority based on the following workgroups in the Prepress department:

Composing/Plate Room

Ad Services

7. The remaining vacation time earned will be made available at the discretion of the supervisor and posted not later than January 1 of each year. Selection of specific weeks will be on the basis of seniority provided, however, that the necessary skills to perform the available work are available to the office.

8. Employees will be permitted to take up to five days of fragmented winter vacations in periods of less than five consecutive days. Requests for individual days shall be scheduled at least 30 days in advance when possible. Conflicts over requests of individual days shall be settled by seniority. Any requests received less than 30 days in advance shall be awarded on a first come first serve basis provided the day is available, in keeping with past practice.

9. Part-time employees will earn pro-rated vacation benefits based on their length of service and their average hours worked per day and average hours worked per week in the preceding calendar year.

Article 20 – Family Medical Leave Act

It is agreed that nothing in this agreement shall in any way or to any extent, interfere with or prevent The News from fully complying with all of the provisions of the Federal and State Family and Medical Leave acts.

Where permissible, employees shall have the option of taking vacation time for which they are eligible to run concurrent with leave required or made available by the FMLA. For the purpose of FMLA's rule that eligible employees make take up to twelve (12) workweeks of leave during any twelve-month period, a "rolling" twelve-month period shall be used, as defined in the applicable regulations.

Article 21- Sick Leave

1. As of the signing of this contract, in keeping with the newly signed New York State Paid Sick Leave Law (PSLL), a full time employee will be entitled to fifty-six (56) hours of paid sick leave per calendar year to be paid at their then existing rate of pay.

2. At the time that New York State legislation regarding the New York State Paid Sick Leave Law (PSLL) comes forward, the parties agree to meet to incorporate the detailed provisions of the new law into the collective bargaining agreement.

3. Notwithstanding the above, the employee previously covered under the Advertising Operations contract shall be grandfathered under the following terms: this employee will be entitled to twelve (12) days (eighty-seven (87) hours) paid sick leave per calendar year, accumulating up to forty-five (45) days (three hundred twenty-six and one-quarter (326.25) hours to be paid at their then existing rate of pay. Following the accrual of forty-five (45) sick days, the employee will be paid fifty percent (50%) of the unused sick balance accrued beyond forty-five (45) days in a calendar year.

4. Non-occupational disability insurance shall be offered to all employees with more than three (3) months service. It shall provide a base weekly wage for 26 weeks payable on the first day for accident and fourth day for

illness as was outlined in the retired Advertising Services and Composing contracts.

A. Periods of disability caused by the same or related injury or sickness are considered the same period of disability if they are separated by less than three (3) months.

Article 22 – Pension & 401k

1. Effective as of May 1, 2020, The News shall contribute \$10.00 per shift up to a maximum of \$50.00 in a calendar week, to the CWA/ITU Negotiated Pension Plan (“NPP”) for employees covered by this Agreement. A full shift payment shall be made only when at least three and three quarters (3.75) hours of a shift have been worked. The employees previously covered under the Advertising Services contract shall be grandfathered at \$13.00 per shift up to a maximum of \$65.00 in a calendar week.

2. Full-time employees shall have contributions made for shifts worked as well as shifts compensated for vacations, bereavement, jury duty, and holidays. Part-time employees will have full shift contributions made on their behalf for accumulated full shift hours worked as well as shifts compensated for bereavement, jury duty, and holidays. The maximum amount of full shift contributions per week shall not exceed five (5) in any one (1) week.

3. The Pension Plan is jointly administered by trustees appointed in equal numbers by the union and participating employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code. Contributions shall be payable to the CWA/ITU Negotiated Pension Plan, 660 Southpointe Ct, Suite 316 Colorado Springs, Colorado, no later than the 20th of the following month. The News shall supply to the Chapel Chairman a copy of Remittance forms upon request.

4. The Employer shall withdraw from the CWA-ITU Negotiated Pension Plan (Section 1) at the Employer’s discretion following a sixty (60) day notice of withdrawal given to the Union. At that time regular shift contributions to the plan shall cease. Effective the beginning of the first pay period following the Employer’s official withdrawal from the CWA-ITU Negotiated Pension Plan each employee shall receive an equal amount to

the previous contribution (see Section 1 above) contributed to a 401k retirement plan.

5. 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.

Article 23 – Flexible Benefits

1. Eligible employees covered by the provisions of this agreement shall participate in the NewsFlex flexible benefits program and shall be provided credits for health, dental, AD&D, and life insurance. Participants may select among and pay for such benefits with allotted NewsFlex credits, and if required, may make such pre-tax payments necessary to fund all selected

benefit options. The following five employees are exempt from the above language: Hendershot, Luedke, Winter, J. Sparacino, P. Sparacino.

2. Effective with the date of this contract The News shall provide the following credits for each eligible participant to apply toward the total cost of purchasing benefits under the NewsFlex plan:

Credit	Single	Family	Opt Out
Medical	70% of cost*	70% of cost*	\$550/\$1100
Dental	\$182	\$550	\$182/550
Vision	\$0	\$0	\$0
AD&D	\$1	\$1	\$0

**70% of cost refers to the base plan identified as the \$25/\$40 plan currently offered with a cost of \$7,970 Single and \$22,077 Family as described in the Buffalo News 2020 Plan Options Summary of Benefits.*

3. Effective January 1, 2012, grandfathered Composing room employees (Luedke, Hendershot) will receive dental coverage under GHI (Group Health Incorporated) Preferred, Preventive and Diagnostic, Full Basic, 100% Prosthetics, Orthodontia age 25 E.O.Y., Rider: Adult Orthodontia. The News will contribute \$28.44 per month for each eligible employee in this group. Any increases in rates over this amount shall be paid by the employee through payroll deduction.

4. Plan participants under the age of 70 will be provided credits equivalent to the amount required to obtain three (3) times their base annual salary for life insurance, subject to the provisions on the plan. Employees previously covered under the Advertising Services contract will receive \$30,000 during employment. Employees grandfathered under the previous Composing Room contract will receive \$39,000 during employment.

5. Notwithstanding the above, the parties have identified four (4) employees currently covered under the plan PPO850. These four (4) employees are grandfathered at an 80/20 cost sharing and will not move into the 70/30 cost sharing. (As of the date of this contract the plan offered to those with an 80/20 cost sharing is identified as the \$0/\$10 plan currently offered with a cost of \$9,262 Single and \$25,655 Family.)

A. The parties have further identified one (1) employee that is eligible for 80/20 coverage as defined above, however the employee is currently opting out of health care coverage. In the event the employee opts back in and receives health care coverage, the employee will receive the 70/30 cost sharing and new plan as described above.

6. 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 the Flexible Benefits Plan. 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 eligible for single coverage. This credit in lieu of health care coverage can be used by the participant to purchase other benefits under the flexible benefits plan (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 the Flexible Benefits Plan may be received in cash on a weekly basis by the participant at the rate of 1/52 of the total annual unused credits. The opt out amounts listed above will be increased from \$550 for single to \$1100 for single if in any year of this agreement the number of single opt outs increases from the 2005 level of one (1). Additionally, the opt out amounts listed above will be increased from \$1100 for family to \$2200 for family if in any year of this agreement the number of family opt outs increase from the 2005 level of eight (8) to nine (9) or greater. This increased opt out amount will continue during the life of this agreement.

7. The parties agree that The News shall be responsible for the administration of the Flexible Benefits Plan 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.

8. Any part-time employee who works 1000 hours or more in a calendar year will be eligible for coverage under this Article in the subsequent calendar year, subject to the terms and conditions of the applicable plans or insurance policies. Part-time employees must continue to work 1000 hours in each calendar year in order to continue NewsFlex eligibility.

A. During these negotiations the parties discussed the established past practice regarding the administration of the 1000 hour rule for the attainment and maintenance of benefits for part-time employees. The parties further agreed to document that the standard for attainment of benefits is 1000 hours worked

in a calendar year, and thereafter the standard for the maintenance of benefits under the provisions of this agreement is 1000 hours paid in any calendar year.

9. Permanent part-time employees may participate in the NewsFlex program who would not otherwise qualify for benefits consistent with the provisions of Paragraph 8 above by making 100% of the required contributions toward the plan costs.

10. Entitlement to benefits under the flexible benefits plan shall begin within 30 days of a full-time employee's start date.

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

12. Employees absent from work due to disability or workers compensation for 12 continuous months from their last day worked shall no longer receive company paid vacation, health, dental, or life insurance.

13. Employees who are on an approved leave of absence may continue benefits coverage under the provisions of the NewsFlex benefits program. The employee will be responsible for making 100% of the required contributions toward the plan costs during such an approved leave. Any such leave of absence must be requested in writing and prior approval must be granted by The News. It is agreed that all leaves of absence are granted at the sole discretion of The News.

14. Any employee previously covered by the Composing Room or Advertising Services contract retiring after five years of service shall be guaranteed coverage of \$2,500 of Group Life Insurance for life.

15. Employees previously covered under the Advertising Services contract who leave The News due to retirement shall be entitled at age 65 to BlueCross/Blue Shield Supplementary Coverage, or such identical coverage that may be available should the BC/BS Supplementary Coverage become unavailable, at the rates in effect January 1, 1991 (Single Coverage \$145.93/month & Family coverage \$291.86/month). Any rate increases occurring after January 1, 1991, shall be paid by the retiree.

16. Employees previously covered under the Composing Room contract who leave The News due to retirement shall be entitled at age 65 or older to Blue Cross/Blue Shield Complementary Coverage at the rates in effect September 1, 1984 (\$126.60 Family Coverage and \$63.30 Single Coverage). Any rate increases occurring after September 1, 1984, shall be paid by the retiree.

A. In the event that an employee covered by this contract retires and denies coverage upon retirement, the employee will not be able to opt back into coverage under the Company's respective health care policy.

B. Additionally, if an employee retires and elects single coverage under the respective retiree plan, and later qualifies for family coverage, the employee will be permitted to elect family coverage. However, this will only be permissible if the employee is married at the time of retirement, not after retirement.

Article 24 – Food Service

The Buffalo News reserves the right to control all food service operations. The Buffalo News has the unconditional right to make unilateral changes to any aspect of food service.

Article 25 – Training

The News and the Guild agree to form a Joint Training Committee which will provide employees with the training necessary to allow maximum job assignment flexibility within the Prepress unit.

Article 26 – Substance Abuse 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 to 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 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 proper 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 jurisdiction. 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. The professionals associated with the EAP can recommend a program of in or out patient rehabilitation if covered by employees 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 procedure 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 reintegration of recovering employees to the work force.

8. If the medical professionals associated with the EAP recommend a program of in-patient or outpatient rehabilitation, The Buffalo News shall pay treatment costs which are not covered by insurance. The News may, at its option, provide the appropriate health insurance rider covering in-patient or outpatient coverage.

Article 27 – Post Accident Drug & Alcohol Testing

1. Management may conduct post-accident drug and alcohol testing with any employee who is involved in an accident during working hours.

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

B. If the drug or alcohol test is positive, the employee shall be required to follow the rehabilitation recommendations of the EAP.

2. All drug and alcohol testing shall be performed by a certified testing laboratory. Testing procedures will be identical or substantially identical to those procedure 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 above. If the EAP makes treatment recommendations that exceed the employee's health insurance coverage and the employee is unable to pay for the recommended treatment, The News and the Guild will meet to discuss how to deal with this employee.

7. The parties agree to review the application of this procedure annually on the anniversary date of their collective bargaining agreement if either party wishes. Any modifications shall be by mutual agreement. Such review shall not impact any other provisions of the collective bargaining agreement which shall continue unabated in accordance with the terms contained herein.

Article 28 – Benefits Arrears Procedures

Any employee covered by the provisions of this agreement who makes contributions toward their company provided benefits including but not limited to health, dental, visions, life, etc., and fails to make this contribution shall be required to make all arrears payments as billed by the employee benefits department under the terms agreed to between The News and the Guild. In the event the employee fails to make such arrears payments, The News will end their benefits.

Article 29 – Union Representatives' Rights

1. Union representatives of the employees shall be exempt from discipline by the employer and/or his representatives in the performance of their union duties, so long as such duties do not interfere with the discharge of their usual work for the Publisher or with the production of the newspaper.

2. Any union officer or chapel chairperson who is away from their job duties to complete union work, upon approval by the union office, will submit that time as "Guild Business" on their timesheet. The News shall

bill such time at the appropriate hourly rate to the union office, and the union office shall reimburse The News on a quarterly basis.

Article 30 – Early Retirement/Voluntary Resignation Incentives

1. The Publisher shall have the right to offer retirement incentives in amounts, under terms and conditions, and for periods of time that the Publisher shall, in its sole discretion, deem appropriate.

2. The Publisher shall have the right to offer voluntary resignation incentives to employees not eligible for retirement incentives each calendar year starting in 1983 in amount, under terms and conditions, and for periods of time that the Publisher shall, in its sole discretion, deem appropriate except:

A. In any calendar year, the same offer may be repeated throughout the calendar year but shall not be changed within the calendar year.

B. The Publisher agrees to inform the Guild of the minimum offers and conditions of any voluntary incentive offer prior to the posting of such offer.

Article 31 - Contract Period

1. This contract will commence on April 14, 2020 and will expire at midnight January 13, 2022 and inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

2. At least 60 days prior to January 13, 2022, 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.

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.

The following two Memoranda shall only apply to those members previously covered under the Advertising Services Contract.

**MEMORANDUM OF AGREEMENT #1
(Formerly Ad Services MOU #4)**

BETWEEN BUFFALO NEWS
AND

BUFFALO-NIAGARA TYPOGRAPHICAL UNION NO.9/CWA 14148
FOR THE ADVERTISING SERVICES DEPARTMENT

Tear Sheets

On August 24, 1992, Arbitrator Howard Foster issued an arbitration decision holding that The Buffalo News ("Publisher") violated the collective bargaining agreement with Buffalo-Niagara Typographical Union No. 9 ("Union") covering Ad Services by mailing tear sheets to certain advertisers who had previously had them hand delivered by bargaining unit members.

To resolve and remedy that arbitration, the parties agree as follows:

1. Employees from the Composing room bargaining unit may perform any work in the jurisdiction of the collective bargaining agreement covering Ad Services. It is agreed that should a Composing Room bargaining unit person perform work on a regular full or part time (as opposed to temporary) basis in a vacant Group A position before it is offered to a qualified Group B or Group C person listed on the attached exhibit A, who desires the position on a regular basis, the Publisher agrees to pay the Group A rate to such senior Group B or Group C person listed on the attached exhibit A, who is qualified to fill the

Group A position and who desired the Group A position, and such payment shall continue until the earlier of the date such person is awarded a Group A position or a Composing Room bargaining unit person no longer fills such Group A position on a regular basis. The above sentence shall be applied on a similar basis for vacant Group B positions where the senior qualified Group C person listed on Exhibit A was not offered the position. As used in this paragraph, the term “qualified” shall mean that the person is qualified to do the job or has the basic skills and requirements to perform the job with some on-the-job training, e.g., for a driver, a driver’s license is a basic requirement.

Composing Room employees may perform Ad Services work for less than a full shift. Though the Publisher retains the right to schedule starting times and slide days of Ad Services employees based upon the Publisher’s production needs, the Publisher further agrees that it shall not change the straight-time shifts, starting times, slide days and vacation days of Ad Services unit employees to accommodate Composing Room employees.

None of the provisions of the collective bargaining agreement covering the Ad Services shall apply to the Composing Room employees performing Ad Services work.

2. The Publisher agrees that there shall be no layoff of an employee listed on the attached Exhibit A nor an Exhibit A employee on layoff for so long as Composing Room employees are performing Ad Services work. If there are no Composing Room employees performing work in Ad Services, then the Publisher may decrease the work force consistent with Article XX of the collective bargaining agreement and not in violation of Section 3 below.

3. The Publisher shall have the right to deliver tear sheets to advertisers in any manner it chooses so long as no Exhibit A employee is laid off or on layoff. However, to the extent that tear sheets are regularly hand delivered to a customer, such tear sheets shall be delivered by employees in the Ad Services

bargaining unit and Composing Room employees performing work in Ad Services. Prior to laying off any Exhibit A employee, the Publisher agrees that tear sheets to the extent delivered to advertisers shall be delivered by Ad Services Unit employees, such delivery shall include hand delivery of tear sheets even if such tear sheets are also mailed with the invoice for the advertisement within the normal geographic delivery area as described in Exhibit 8 attached to this agreement.

4. Nothing in the Memorandum of Understanding shall in any way change or alter the language and intent of Articles 1 and 2 of the Collective Bargaining Agreement covering Ad Services. This Memorandum of Understanding shall not alter or change the language or intent of Article 3 except as described in Section 3, above.

5. As used in this Agreement, the term layoff shall only refer to “discharge to decrease the force” and shall not refer to discharge for any other reason, such as “incompetency”, “for neglect of duty”, or “violation of office rules”, which are contemplated by the Collective Bargaining Agreement.

6. The memorandum shall continue so long as any employee on Exhibit A is employed (this includes on layoff) except during periods of temporary or permanent cessation of publication.

THE BUFFALO NEWS, A DIVISION OF BERKSHIRE
HATHAWAY INC DATED 5/11/93

BY: Ralph L. Wray

BUFFALO-NIAGARA TYPGRAPHICAL UNION
NO.9/CWA 14148

DATED 5/5/93

BY: Harold O. Rehm

MEMORANDUM OF AGREEMENT #2
(Formerly Ad Services MOU #6)

**THE BUFFALO NEWS AD SERVICES SAFE DRIVING
PROGRAM**

It is the intention of The Buffalo News to actively promote safe vehicle operation in the Ad Services Department. To help maintain Ad Services exemplary safety record, a program has been developed that recognizes and awards safe driving skills. This program includes the following:

All drivers attend and successfully complete the National Safety Council's Defensive Driving Course in substantially the same format as currently exists, on company time at company expense. This is a 6-hour driving refresher course that would help improve driver skills to compensate for the mistakes of other drivers.

Yearly driver review – A qualified supervisor will accompany the driver to review his/her driving skills and review any changes in the NYS driving laws. This review will not be used for disciplinary purposes.

All employees will obey NYS seat belt laws.

Prohibit the use of alcohol and any controlled substances during working hours or while operating a company vehicle. Attend on company time and at company expense training program(s) to educate all drivers on the effect of alcohol and drugs on driving skills.

Visual check of driver's licenses every six months instead of the current one-year requirement. It shall be the responsibility of the employee to notify his/her supervisor should his/her driver's license not be renewed or be revoked.

Daily Maintenance and Inspection Program – This would assign the driver the responsibility of completing a daily inspection report covering items listed on the inspection checklist.

Accident Reporting – Provide training, on company time and at company expense, on the best method of investigating and gathering information for filling out an accident report.

Accident Investigation – News management will review the accident circumstances using the Vehicle Accident Cause and Prevention Report. This can determine the chargeability of the accident based on the driver being responsible or not responsible.

INDIVIDUAL AWARDS FOR SAFE DRIVING

In appreciation of safe accident-free driving (no chargeable accidents), the following awards would be available to employees who drive accident free for the entire calendar year (105 driving days minimum).

- 1 year – Safe Driving pin and a \$75 gift certificate
- 2 year - \$100 gift certificate
- 3 year - \$125 gift certification
- 4 year - \$125 gift certificate
- 5 year and beyond - \$200 gift certificate

In any year an employee has a chargeable accident, he/she will be eligible for the one-year award after completing one calendar year with no chargeable accidents.

Any decision made by the company under this program that is adverse to a bargaining unit employee shall be subject to the grievance and arbitration procedures outlined in the collective bargaining agreement.

The following applies only to those grandfathered composing room employees (Hendershot & Luedke)

**MEMORANDUM OF AGREEMENT #3
Former Composing Room Article 4 – Job Security**

1. The Publisher agrees that all employees covered by this agreement with a priority date of August 20, 1975 or earlier, whose name appear on the attached priority list of the Publisher, will be retained on situations for the remainder of their working life unless vacating same through retirement, resignation, death, or discharge for cause; provided however, in the event of the permanent suspension of publication, such employment guarantee with thereupon cease, and provided further, in the case of a temporary suspension of publication such employment guarantee will be suspended for such period of temporary suspension of publication only.
2. The guarantee of employment of Job Security contained herein survives this Agreement and is to be made a part of all succeeding agreements between the parties, and shall be binding upon successors and assigns of the Publisher for as long as a name remains on the job security list.

**MEMORANDUM OF AGREEMENT #4
Former Composing Room Article 45 Sections #3 & 4**

1. When resignation incentives are offered, there shall be resignation incentives offered to all employees on the Job Security List who are not eligible for voluntary retirement incentives, although the amounts and terms and conditions of voluntary resignation incentives may vary among employee groups.
2. The Publisher shall make a lump sum payment to the ITU Negotiated Pension Plan in the amount of \$2,000 for the benefit of each employee on the Job Security List who accepts a voluntary resignation incentive

MEMORANDUM OF AGREEMENT #5
(Formerly Composing Room MOA (Transfers))

Between

Buffalo-Niagara Typographical Union No.9/CWA 14148

And

The Buffalo News, A Division of OBH, Inc.

Buffalo-Niagara Typographical Union No. 9 and The Buffalo Evening News, Inc., recognize the commitment by the Publisher to provide working-life job security on situations within the jurisdiction of the Union to all Composing Room employees listed on the job security list, pursuant to Article 4, and the minimum number of employee guarantees, pursuant to Article 3, of the collective bargaining agreement, as amended.

It is hereby agreed that the mutual interests of both the Union and the Publisher, because of the above-named commitments, could be served by affording job opportunities to Composing Room employees in other work areas. Pursuant to this agreement the following terms and conditions shall apply to such job opportunities.

The Publisher shall determine the number, type, and work area of jobs that will be made available to Composing Room employees. The terms and conditions pertaining to said jobs shall be as set forth in the collective bargaining agreement between the Publisher and the Union having jurisdiction over such jobs.

Acceptance of a job opportunity in another work area of the Publisher shall be strictly voluntary. Composing room employees accepting such job opportunities shall not be subject to discharge for incompetency on the new job, but must be returned to the Composing Room. An employee accepting a job opportunity in a work area covered by another union's contract shall be governed by that union's contractual grievance procedure in any disputes. In no case shall an employee be permitted to grieve the same dispute under two different collective bargaining agreements.

The Publisher shall have the right to transfer back to the Composing Room any employee for incompetence or in lieu of layoff provided the employee is given at least seven (7) days prior notice in writing, and the Publisher's decision herein shall not be grievable. For a period of six months from the effective date of the transfer the employee shall have the right to transfer back to the Composing Room upon giving the Publisher thirty (30) days'

written notice. If the affected employee requests an extension of the six months period, the request shall be referred to the joint committee.

Whenever there is an opening that the Publisher desires to fill with a Composing Room employee, he shall post the opening for ten (10) days during which period interested Composing Room employees on the job protected list, may apply for the position. The Publisher shall select from the qualified applicants the best qualified. Priority shall prevail in job selection where candidate qualifications are equal. In making this determination there shall be a Joint Committee of two members appointed by the Union and two members appointed by the Publisher. In the event that agreement cannot be reached on the selection of the best qualified candidate(s) or available job openings, the Joint Committee shall select a neutral third party, whose determination shall be final and binding, to make such selection. All postings shall contain a general work description, qualifications sought, and other pertinent information. The Union and the Publisher may conduct separate interviews and evaluations of job candidates to determine their qualifications. All costs for retraining, if any, shall be borne by the Publisher.

All Composing Room employees accepting a job opportunity in another work area must maintain their membership in good standing in Buffalo-Niagara Typographical Union No. 9 to qualify for, receive and retain all guarantees and benefits provided by this Memorandum of Agreement and the main collective bargaining agreement. Any differences in wages or benefits (i.e. productivity leave, yearly bonus, vacation, holidays, CWA/ITU Negotiated Pension, personal days, disability, hospitalization-drug-dental-vision care, life insurance, jury duty, bereavement, etc.) shall be listed, explained and given consideration when determining the amount of incentive, if any, to be paid.

If any employee transfers back to the Composing Room before he or she has accrued any benefit under the pension plan applicable to the job to which he or she was transferred, the Publisher shall make pension contributions to the CWA/ITU Negotiated Pension Plan for the time worked in the other job. Otherwise, the Publisher shall have no obligation to make contributions to the CWA/ITU Negotiated Pension Plan on behalf of transferred employees.

This Memorandum of Agreement shall be effective upon the date of signing by Buffalo-Niagara Typographical Union No. 9 and The Buffalo Evening News, Inc.

The terms, conditions and guarantees of this Memorandum of Agreement shall ensure to the successors and/or assigns of parties signatory hereto as if such successor or assign has been an original signatory thereto.

The parties signatory hereto hereby agree to all of the provisions of the Memorandum of Agreement:

For the Buffalo-Niagara Typographical Union No. 9
Donald Brown

For The Buffalo News, A Division of OBH, Inc.
Ralph Wray

Dated: Re-Signed 2/28/92

MEMORANDUM OF AGREEMENT #6
(Formerly Composing Room MOA (Assignments))

BETWEEN

BUFFALO-NIAGARA TYPOGRAPHICAL UNION NO.9/CWA 14148

AND

THE BUFFALO NEWS,
A DIVISION OF OBH, INC.

Buffalo-Niagara Typographical Union No.9/CWA 14148 (“Union”) and The Buffalo News, a Division of OBH, Inc. (“Publisher”) hereby agree to the following:

As used in the Memorandum of Agreement, the term “Collective Bargaining Agreement” refers to the contract between the Union and the Publisher which was signed _____2002, and which expires October 19, 2007.

Without in any way limiting the right of the Publisher to assign work to be performed by employees in the bargaining unit represented by the Union, as provided in the Collective Bargaining Agreement, the Publisher and the Union agree that the Publisher shall have the right to mandatorily assign employees following date of ratification to work in the following department or area of the News, subject to the terms and conditions of this Memorandum of Agreement.

1. It is agreed that following ratification the Publisher may mandatorily assign any employee to work in the following departments or areas of the

News, in any position on a temporary or regular basis, for part of full time shifts, except that the current 12 composing room employees (John Bryk, Ron Stevens, Don Neeley, Paul Labinski, Harold Rehm, Ed Jezioro, Kenneth Jarzyniecki, Robert Napierala, Ray Luedke, Terry Rashko, William Lane, and William Bateman) may be mandatorily assigned only to Prepress. It is agreed between the parties that employees on assignment shall perform only usual and customary work performed in this department:

- A. The Accounting, Bookkeeping, and Credit Department (Finance).
- B. The Editorial Department
- C. Administration, including the Front Office, Mimeo Department and Print Shop
- D. Data Processing
- E. Circulation (Inside)
- F. Marketing Services
- G. Prepress
- H. Any other department by mutual agreement.

2. It is further agreed that assignment to The News' security force will be voluntary except once an assignment is accepted, volunteers must agree to a minimum assignment period acceptable to The News.

3. It is further agreed that The News shall first seek volunteers for assignments through a posting procedure. If The News concludes that additional Composing Room employees are available for assignments outside the Composing room, mandatory assignments shall be made by The News in accordance with this Agreement. The parties (supervisor and the chairman) shall make every effort to assure an equitable opportunity to earn the premium pay for mandatory assignments.

4. It is understood that, should the Publisher combine departments such that a department not listed above is combined with a department that is listed above, the work of the department not listed above will not be subject to mandatory assignments without mutual agreement of the Union and the Publisher.

5. It is agreed that employees may volunteer for assignments in other departments or areas of The News, regardless of geographic location, in any position on a temporary or regular basis, for full or part time shifts, and that The News may post assignment incentives for such assignments.

6. The following terms and conditions shall pertain to employees who are assigned to work in departments on a mandatory, as opposed to voluntary basis.

A. The employee shall work under the supervision and management as all other employees working in the department to which the employee is assigned. The employee shall follow all work practices and procedures that exist in the department to which assigned. The employee will put forth such effort, energy, and attention to the assigned job so as to successfully perform the assigned work.

B. It is understood that employees, if they so desire, may have as their regular days off in each work week the same two days per week that are their days off as of the date of the mandatory assignment.

C. The day and night chairman are excluded from mandatory assignments on shifts when required for Union business provided that 24 hours' advance notice is given to The News.

D. The employee's compensation shall be determined under the Collective Bargaining Agreement between the Publisher and the Union.

E. Such employee shall be included in the benefit plans and programs as provided for in the Collective Bargaining Agreement between the Publisher and the Union.

F. The amount of an employee's paid time off shall be as provided for in the Collective Bargaining Agreement between the Publisher and the Union, including, but not limited to, vacation days and holidays.

G. The employee shall not be entitled to receive compensation under the system applicable to employees in the department to which the employee has been assigned, nor shall the employee be eligible to participate in the benefit plans and programs applicable to the employees in such department.

H. Should the employee be disciplined or his employment terminated, the employee shall be represented by the Union, and the grievance and arbitration provisions of the Collective Bargaining Agreement between the Publisher and the Union shall apply.

I. All provisions of the Collective Bargaining Agreement, as may be modified from time to time, shall be applicable to such employee, except to the extent inconsistent with the provisions of this Memorandum of Agreement.

7. Employees who are assigned in any of the departments or areas on a mandatory, as opposed to voluntary, basis will be trained by The News to

the extent necessary to perform their new duties, and such employees shall expend such effort and energies and attention as normally required to successfully perform the assigned work efficiently in a quality manner. An employee who is mandatorily assigned under Section 1 may not be discharged for incompetency in the performance of such assigned work, it being understood that incompetency means that the employee does not have the capacity to perform such work even after training and after expending the effort, energy and attention normally required to be successful in such position.

8. This assignment procedure shall be implemented as soon as practicable. The parties fully agree that the purpose of this assignment procedure is to fully utilize all available employees.

9. The Publisher shall be free to offer any employee the opportunity to be voluntarily assigned to any position in any department or area of The News, it being understood that the provisions of 6A, D, E, F, G, H, and I above shall apply unless and until such assignment becomes a transfer under the provisions of the Memorandum of Agreement, which was re-signed February 28, 1992, concerning the affording of job opportunities in other work areas of The News.

The bargaining unit includes composing room employees working in the composing room and those employees who pursuant to this agreement have been assigned to other departments.

TRAINING

The News will provide for the training necessary for mandatory assignments and to ensure maximum job assignment flexibility within the Prepress operation.

NO FINANCIAL LOSS

It is understood and agreed that employees assigned to do work outside the Composing Room shall not suffer financial loss as a result therefrom.

MEMORANDUM OF AGREEMENT #7 (Formerly Composing Room MOA (Assignment Bonus))

Between

Buffalo Niagara Typographical Union No.9/CWA 14148

And

The Buffalo News, A Division of OBH, INC.

Buffalo-Niagara Typographical Union No.9/CWA 14148 (“Union”) and The Buffalo News, A Division of OBH, Inc. (“Publisher”) hereby agree as follows: When a Composing Room Printer is assigned to work within the jurisdiction of another labor organization, they shall be paid an additional \$5.00 per shift, for each shift worked within the jurisdiction of another labor organization, for the added requirement of working within another labor organization’s jurisdiction. This additional \$5.00 per shift shall be in addition to the \$10.00 per shift assignment bonus specified in the Quid Pro Quos section of the April 3, 1995 Memorandum of Agreement between the Union and the Publisher. This agreement does not supersede the Collective Bargaining Agreement nor does it supersede the April 3, 1995 Memorandum of Agreement made by and between the Union and the Publisher. This additional \$5.00 per shift will be subject to review during contractual wage re-openers. The parties signatory hereto agree to the provisions of this agreement.

MEMORANDUM OF AGREEMENT #8

The parties agreed that during the course of the negotiations for this contract, that Memorandums of Agreement numbered 1-7 herein represent the entirety of all Memorandums of Agreement and settlements between The Buffalo News and the Union.