

AGREEMENT

Between

BLOOMBERG BNA

and

WASHINGTON-BALTIMORE NEWS GUILD

December 29, 2015 – February 28, 2019

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PREAMBLE

AGREEMENT made this 29th day of December, 2015, by and between The Bureau of National Affairs, Inc., hereinafter referred to as BBNA or the Publisher, and the Washington-Baltimore News Guild, Local No. 32035, The News Guild-Communications Workers of America, hereinafter referred to as the Guild, acting for and on behalf of itself and all Guild bargaining unit employees of BBNA.

WITNESSETH: In consideration of the mutual covenants set forth in this Agreement, BBNA and the Guild agree as follows:

ARTICLE I—RECOGNITION

1. Recognition. The Publisher recognizes the Guild as the representative of all employees in the editorial, accounting, business, production, information technology, circulation and sales departments, and the personnel office of the Publisher at Arlington, VA., and vicinity, including all part-time employees, but excluding all temporary employees, all “call-in” employees, all outside salesmen, all confidential employees who have access to the Publisher’s labor relations data, all managers, including managing editors and assistant managing editors, and all other supervisory personnel with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

2. New Excluded Positions. BBNA has the right to create new managerial, supervisory and confidential positions that are excluded from the bargaining unit, and to reclassify unit positions as excluded on the basis of new or changed duties that make the positions managerial, supervisory or confidential.

ARTICLE II—PROBATIONARY, PART-TIME, CALL-IN, AND TEMPORARY EMPLOYEES

1. Probationary: During the first six (6) months of employment, an employee shall be deemed to be in probationary status and will be so notified in writing at time of hiring. Failure to give such advance notice does not mean that a new employee is not probationary. At any time during this six-month period,

probationary employees may be discharged by the Publisher with or without just cause, without challenge by the Guild.

2. Part-time:

a. Employees regularly employed on a part-time basis of one half or more of the regularly scheduled workweek shall receive, at a pro rata scale, all benefits of this Agreement, except as otherwise specified in this Agreement. The calculation for pro rata benefits shall be adjusted at least quarterly to reflect any additional straight-time hours worked by part-time employees over and above their regularly scheduled hours.

b. Employees who have been continuously employed on both a part-time and a full-time basis shall receive all the benefits of this Agreement, with credit for combined years of continuous employment in both part-time and full-time employment. Severance pay for such employees shall be based on the employee's weekly pay at the time of dismissal, except where the employee has been required by the Publisher to reduce his hours of regular employment within the twelve (12) months immediately preceding discharge, in which case severance shall be based on the average number of hours worked by the employee prior to said reduction. Severance based on the average number of hours worked by the employee immediately prior to a reduction in hours required by the Publisher also shall be paid to an employee who voluntarily resigns within the twelve (12) months immediately following such reduction in hours. All other benefits of this Agreement shall be based on such employee's current classification.

c. In the event of a curtailment of work, a full-time employee may be asked to take part-time employment in lieu of being discharged.

d. No part-time employee covered by this Agreement shall be reduced below one-half of the regularly scheduled workweek or be replaced by other part-time employees working less than one-half the regularly scheduled workweek, for the purpose of depriving him of the benefits of this Agreement.

3. Temporary:

a. "Temporary employees" are those hired to fill any temporary staffing needs in any work unit for a period not to exceed the longer of (i) twelve (12) months or (ii) the duration of a temporary project or, when the temporary is filling in for a regular employee on leave, the duration of the regular employee's leave, unless the period is extended by mutual agreement of the parties hereto.

b. In filling temporary staffing needs, BBNA has the right to hire temporary employees directly as BBNA employees or to contract for temporary

staff through a staffing agency. BBNA temporary employees on BBNA's payroll for less than twelve (12) months, or for the duration of a special project or leave coverage, are not covered under the terms of this Agreement. Staffing agency personnel shall not be considered or deemed employees for purposes of this Agreement and are not covered under its terms. Except for a startup or shutdown under Section 3(c) below or projects or leave coverage lasting more than twelve (12) months, a staffing agency employee must either be converted to a permanent, regular BBNA employee or terminated after twelve (12) months. For the period that a temporary is temporarily filling a regular full-time position in the unit, BBNA will continue to post the position and seek a regular employee to fill it.

c. Temporary employees or temporary staffing agency personnel may also be hired to assist with the startup or shutdown of a publication or other product. The startup or shutdown period shall not exceed twelve (12) months, unless the period is extended by mutual agreement of the parties. At the end of the startup or shutdown period, BBNA employees who accepted internal temporary transfers or temporary staffing agency personnel may be made permanent in the new position or, in the case of BBNA employees, returned to the position occupied before transfer. Temporary positions made permanent after the startup period shall be exempt from posting under Article XX only if the positions are immediately filled by the BBNA employees who accepted internal temporary transfers to the position or filled by the temporary agency employee.

d. A temporary employee on BBNA's payroll who has become, or becomes, a regular employee in the same position without a break in service shall have as his or her date of employment the date that BBNA hired the employee as a temporary employee (i) for purposes of the probationary period in paragraph 1 above and (ii) for purposes of benefits under this Agreement; this exception does not apply to temporary staffing agency personnel.

e. A temporary staffing agency employee who becomes a regular BBNA employee in the same position without a break in service shall have as his or her date of employment the date the employee began as a temporary staffing agency employee at BBNA solely for purposes of the probationary period.

f. Nothing in this Section 3 limits the Publisher's rights in Article XXVI(2) (Work Assignments).

4. Call-in: Call-in employees are those that work an irregular schedule averaging less than half the regular workweek of 37.5 hours.

ARTICLE III —UNION SECURITY

1. Each present member and each employee who shall subsequently become a member of the Guild shall, as a condition of employment, maintain membership in the Guild in good standing except as provided in paragraph 2 below.

2. Membership in the Guild may be terminated by email or other written notice to the Guild and BBNA (with a signed form attached) during the last fourteen (14) days of February 2016, 2017 and 2018 and upon expiration of this Agreement. Termination of membership and the dues check off authorization shall become effective thirty (30) days after the date of the notice.

ARTICLE IV—CHECK OFF

1. Upon individual authorization in writing, the Publisher will deduct from the employee's pay and pay over to the Guild not later than the fifteenth day of each month membership dues levied by the Guild for the current month. Such membership dues shall be deducted from the employee's earnings in accordance with a schedule furnished the Publisher by the Guild.

2. The individual written authorization provided for herein shall be valid for the term of the Agreement unless revoked by email or other written notice from the employee to the Publisher and the Guild (with a signed form attached) during the last fourteen (14) days of February 2016, 2017 and 2018 and upon expiration of this Agreement. Otherwise, the authorization shall be automatically renewed and irrevocable.

3. The Guild agrees that the final paragraph of the individual authorization for check off of dues shall read as follows: "I agree to indemnify and save the Publisher harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Publisher in compliance with the terms of this authorization." In addition, the Guild agrees to indemnify BBNA for any claims made in connection with dues and fees collected consistent with the Guild's certification or in connection with membership, dues and fees information provided by the Guild to unit employees. BBNA assumes no responsibility either to the employee or the Guild in the event that, through inadvertence or error, it fails to make such deductions in any instance.

ARTICLE V—UNION ACCESS/RIGHTS

1. Stewards. For the purpose of administering this Agreement, there shall be a reasonable and adequate number of stewards, not to exceed one for every twenty employees. Each steward shall be assigned to a specific work group or work groups, and in general the jurisdiction of one steward shall not overlap that of any other steward. The Guild shall furnish the Publisher with a list of the names of the stewards and the work groups they represent. The Unit Chairperson shall select seven individuals, preferably, but not limited to, individuals serving as stewards, to assist in the handling of grievances and to ensure uniformity of treatment and policy; however, no more than two Guild representatives (plus the grievant) shall participate in formal grievance sessions with the Publisher. The Publisher also shall be limited to two representatives (plus the manager/supervisor) at formal grievance sessions. The Publisher shall compensate union stewards for reasonable time spent investigating or handling complaints and grievances and attending grievance meetings and arbitration proceedings. Stewards should account for their time spent on Guild issues on their time cards by designating 'Guild Leave.' Bethesda stewards should primarily serve Bethesda bargaining unit members and Arlington stewards should primarily serve Arlington bargaining unit members.

2. Office Space. Effective April 1, 2016, BBNA will no longer provide non-employee Guild staff with office space in BBNA's Arlington and Bethesda facilities, but will provide a file cabinet for the Guild's use at a location at the two offices determined by the Publisher.

3. Bulletin Boards. The Guild shall be provided with bulletin space by the Publisher for posting of notices concerning Guild activities. The Publisher reserves the right to question the propriety of such notices. Such bulletin boards shall be situated in prominent locations.

4. Guild Staff Access.

a. Upon advance email or voice notice to BBNA's Labor Relations Manager (or designee), and subject to compliance with this paragraph 4, non-employee Guild staff representatives will be allowed access to BBNA's premises for purposes of representing employees covered under this Agreement. Representational purposes do not include organizing activities, signing-up members, distributing union literature, union business meetings, steward training, union orientation meetings, or other Guild institutional activities.

b. Non-employee Guild staff agree to comply with all building security and access procedures applicable to other visitors to BBNA locations while on BBNA's premises (e.g., signing in and getting a badge). BBNA will not deny access to non-employee Guild staff representatives for representational

purposes so long as they comply with BBNA's notice and access policies and do not disrupt or interfere with normal business activities or interrupt employees during their working time.

5. Union Meetings. The Guild may request permission for space to hold meetings with employees for representational purposes on BBNA's premises during normal business hours subject to availability; BBNA will grant permission for the Guild to use meeting space for such purposes up to twelve (12) times a year and once per week during bargaining.

ARTICLE VI—SAFETY

1. There shall be a BBNA Safety Committee, consisting of six members. It shall include three representatives from the Guild appointed by the Unit Chairperson, including one from Bethesda. The committee shall monitor the workplace to ensure safe working conditions, investigate safety complaints, evaluate and review emergency response plans and make recommendations to the Publisher. The Publisher shall make written response to recommendations within thirty (30) days of receipt of such.

2. The Publisher shall provide for periodic tests, as determined by the Safety Committee, for radiation emissions and other safety hazards on electronic machines, equipment, apparatus, or processes and for air quality. The results of such tests shall be made available to the Guild through one of its members on the Safety Committee.

3. Adjustable chairs and arm or wrist rests shall be provided, upon request, for employees operating applicable electronic equipment. The Publisher shall have the right to monitor work related calls to assist in providing feedback.

4. The Publisher shall not secretly listen in on employee telephone calls.

5. Upon request, the Safety Committee will be briefed on company plans for major installations of new technology and equipment.

6. The Publisher shall periodically provide to the Safety Committee general information on criminal activity that occurs on BBNA-owned and/or leased property (in Arlington, VA., and in Bethesda, MD) and/or that has been formally reported to BBNA.

7. The Publisher shall continue to offer CPR training and shall offer certification/recertification consistent with Red Cross recommendations.

8. Security Cameras. The September 25, 2013 Memorandum of Understanding on Workplace Security Cameras is incorporated into this Agreement.

ARTICLE VII — INFORMATION

1. The Publisher shall supply the Guild and the Unit Chairperson with an electronic list containing the following information for all employees in the unit as of the effective date of this contract and every six months thereafter: Name, address, date of birth, classification and salary, BBNA section, sex, and race.

2. The Publisher shall inform the Guild and the Unit Chairperson at monthly intervals in electronic form of (a) merit increases granted by name of the employee, individual amount, previous salary, resulting new salary, and effective date; (b) automatic increases paid by name of the employee, individual amount, resulting new salary, and effective date; (c) changes in classification by name of employee, any salary changes by reason thereof, and effective date; (d) name, date of hiring, race, classification, and salary of all new hires and transfers into the Unit; (e) resignations, retirements, deaths of employees; (f) changes in the names of employees; (g) copies of new and revised job descriptions; (h) name, date of hire, classification, salary, and purpose of hire for all temporary employees on the BBNA payroll; (i) transfers to positions excluded by the Publisher, including name of individual transferred and position transferred to; (j) newly created excluded positions, including the name of the individual hired; (k) additional excluded positions, including the name of the person hired; (l) list of current open positions in the bargaining unit.

3. The Publisher shall, upon the written request of an employee, permit that employee to inspect personnel records as defined herein maintained on that employee in the Personnel Department's "M" files.

Employees shall have the right to submit a written statement in support of or in opposition to any document in the file. Such statements will be made a part of the file identified as employee statement and will be considered at any time the file is reviewed.

Information contained in the files shall not be given to any party outside the company without permission of the employee(s) about whom the information is requested, subpoena or other legal process excepted. When such information is provided by the Personnel Department, with the employee's permission, a copy of the information will be sent to the employee.

The Personnel "M" file will contain (but not be limited to) documents that are used or have been used or may be used to determine qualifications and fitness for employment, promotion, additional compensation, or termination or other

disciplinary action. Excluded from the "M" file will be letters of reference; reference requests from other, prospective employers; records relating to the investigation of a possible criminal offense; medical documents, and personal financial documents.

An employee wishing to see his or her file should submit a request in writing to the Personnel Office. The Personnel Office will schedule the time for review as soon as practical. The files may not be removed from the Personnel Office and must be reviewed in the presence of a Personnel staff member.

The Guild Chairperson and members of the Grievance Committee shall be permitted prompt access to such documents and records as are necessary for the purpose of conducting official unit business.

ARTICLE VIII—FUNCTIONS OF MANAGEMENT

1. Management Rights. Except as limited by a specific term of this Agreement, it is expressly understood and agreed by the parties hereto that nothing contained herein alters or is intended to alter the exclusive right of the Publisher to manage the business, including but not limited to the following rights:

- to manage, operate and change BBNA's facilities and locations;
- to direct its employees;
- to direct, plan and control all operations;
- to determine the work assignments of employees covered by this Agreement and the number of employees needed to perform such work;
- to determine the qualifications and responsibilities of employees;
- to develop and implement performance evaluation programs;
- to set performance standards, goals or objectives for employees;
- to establish and/or change existing operational methods, materials, equipment and facilities;
- to select and hire employees;
- to determine and evaluate the competency of employees;
- to schedule days and hours of work;
- to promote, transfer, suspend, discipline and discharge employees;
- to reorganize and restructure its operations;
- to lay off employees;
- to determine all editorial and content matters; and

- o to divest, change or otherwise determine the scope and direction of its businesses.

This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of the Publisher's rights. Except as otherwise provided in this Agreement, BBNA's exercise of its rights under this provision shall not be subject to arbitration.

2. Company Policies. Employees covered by this Agreement are subject to the policies that apply generally to all BBNA employees, including BBNA policies prohibiting discrimination and harassment and other workplace policies generally applicable to BBNA employees. The Publisher may establish, modify or rescind BBNA policies, standards of conduct and related procedures. BBNA will provide the Guild with advance notice of any new policy or material change to any existing policy materially affecting bargaining unit employees and, upon request, bargain in good faith with the Guild for a period of sixty (60) days from the date of notice to the Guild; if BBNA and the Guild are unable to reach an agreement on the new policy or changed policy by the end of the 60-day notice period, BBNA has the right to implement its final proposal without further bargaining or arbitration with the Guild.

3. Past Practices. The Publisher and the Guild agree that there are no mutually acknowledged past practices, other than interpretative ones, that have any contractual or otherwise legally enforceable application.

ARTICLE IX—NO DISCRIMINATION

1. There shall be no discrimination against any employee because of membership or activity in the Guild.

2. It is mutually agreed by the Publisher and the Guild to continue the present practice of no discrimination because of sex, sexual orientation, gender identity, race, creed, color, national or ethnic origin, ancestry, age, marital or parental status, pregnancy, genetic predisposition or carrier status, political belief, religion, or physical or mental disability.

3. In order to ensure that the fair employment principles stated herein are given affirmative and positive support by the Guild and the Publisher, each party shall appoint at least five members to a standing committee which shall meet at least quarterly, or at other times at the request of any two members of the committee, and which shall be empowered to make recommendations to the Guild and to the Publisher to effectuate the purposes of this Article.

4. The standing committee shall make recommendations to the Guild and Publisher for the establishment of programs to upgrade employee skills and knowledge as preparation for job advancement.
5. The Guild and Publisher shall respond to recommendations of the committee within a reasonable period of time.
6. All references to employees in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.
7. The BBNA EEO Office shall publish and distribute to all employees at least once a year a statement of the responsibilities and services of the Office.

ARTICLE X—MINIMUM SALARIES

1. Effective March 1, 2016, the salary scale shall be as shown in Appendix A to this Agreement. Any employee whose salary falls below the new minimum of his/her salary range shall receive an adjustment to minimum on that date, with no change in anniversary date.

Effective March 1, 2017, the salary scale shall be as shown in Appendix A to this Agreement, and shall reflect a scale increase of three (3) percent. Any employee whose salary falls below the new minimum of his/her salary range shall receive an adjustment to minimum on that date, with no change in anniversary date.

The salary scale shown in Appendix A to this Agreement as of March 1, 2017 will not be further increased during the term of this Agreement.

2. There shall be no pay cuts during the life of this Agreement except by agreement of the parties.
3. Salaries shall be paid bi-weekly. No earlier than January 1, 2014, the Publisher may switch to a twice-per-month pay system. The Publisher will consult with the Guild at least 90 days in advance to discuss the logistics of the changeover.
4. All salary actions shall be calculated based on current weekly salary, with the resulting new salary rounded to the nearest cent.
5. Increases.

a. Beginning March 1, 2016 and through February 28, 2017, all regular full-time and regular part-time employees shall be entitled to approved annual salary increases on their anniversary dates, as follows:

All grades, Band A	4.00% of current salary
All grades, Band B	3.75% of current salary
All grades, Band C	3.50% of current salary
All grades, Band D	2.50% of current salary

b. Payable as soon as practical after ratification and signing of this Agreement on or before December 31, 2015, each covered full-time and part-time employee on the payroll on that date shall also receive a \$425 ratification bonus.

c. Beginning March 1, 2017 and through February 28, 2018, all regular full-time and regular part-time employees shall be entitled to approved annual salary increases on their anniversary dates, as follows:

All grades, Band A	4.00% of current salary
All grades, Band B	3.75% of current salary
All grades, Band C	3.50% of current salary
All grades, Band D	2.50% of current salary

d. Effective beginning March 1, 2018, increases will no longer be paid on employees' anniversary dates. In connection with the transition to a uniform annual pay increase date for all employees, all regular full-time and regular part-time employees will be paid the increase for their band set forth below, effective March 1, 2018, using the following formula: the increase for their band, multiplied by the days since their last anniversary date increase, or for new employees, their hire date, divided by 365.

All grades, Band A	4.00% of current salary
All grades, Band B	3.75% of current salary
All grades, Band C	3.50% of current salary
All grades, Band D	2.50% of current salary

6. Merit Pay. The Publisher may pay employees merit increases based on performance. BBNA's decisions to award, or not award, merit increases to individual employees, in whatever amounts, shall not be subject to arbitration under this Agreement. An employee who has progressed to the minimum of Band D for his/her grade shall be considered for a merit increase at least annually on his/her anniversary date. A uniform employee appraisal form shall be used for merit review and shall be placed in the employee's personnel file. A merit increase shall have no effect on an employee's anniversary date.
7. When a salary increase within the same grade results in a new annual salary that falls within a higher band of the grade, the higher band into which the new annual salary falls shall become the employee's band.
8. When an employee is promoted into a different job in a higher grade, the employee shall receive a promotional increase that is the greater of (a) the amount necessary to take the annual salary to the minimum of the new grade or (b) an amount that the employee individually negotiates with the manager under Article XI in connection with the promotion or (c) 5.00% of his/her current annual salary. The employee's anniversary date shall be adjusted to twelve (12) months from the date of the promotion.
9. Time spent in a position to which an employee has been temporarily transferred shall count as time spent in the employee's regular position.
10. BBNA has no obligation to continue to pay the wage increases in paragraph 5 above after February 28, 2019 as part of any status quo period prior to the execution of any successor contract.

ARTICLE XI—INDIVIDUAL BARGAINING

The Publisher recognizes the right of individual employees to bargain for wages or conditions better than those provided herein and the right of the Guild to intercede for such employees.

ARTICLE XII—HOURS AND OVERTIME

1. The regular full-time workweek is 37.5 hours per week. BBNA may schedule full-time employees to work either a five (5) day work week or a four (4) day work week, totaling 37.5 hours, based on BBNA's operational needs. Full-time employees shall have two (2) scheduled consecutive days off per week, which may or may not include weekend days.

2. BBNA may require employees to work in excess of 37.5 hours in any week or 7.5 hours in any one day. When such work is required, the employee shall be paid at the straight-time rate for up to forty (40) hours actually worked in a single work week.

3. Overtime work, which may be required of any employee, is work in excess of forty (40) hours in a single work week and shall be compensated at an hourly rate equal to one and one-half times the employee's regular straight-time hourly rate for all hours worked in excess of forty (40) hours in a single work week. For purposes of this Article, hours worked shall include only hours actually worked and paid holidays.

4. An employee has the right to request excuse from overtime for bona fide personal reasons, and this request shall be granted unless no other appropriate employee is available.

5. Employees eligible for overtime pay under this provision must accurately report the number of regular and overtime hours actually worked. Such overtime-eligible employees are not permitted to work hours outside their scheduled shift unless specifically authorized by a manager or supervisor.

6. Any employee required to report to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay at the appropriate straight time rate (for under forty (40) hours per week) or overtime rate (for over forty (40) hours per week).

7. Employees in positions or classifications that are exempt from the overtime provisions of the Fair Labor Standards Act, and whose position is Grade 9 or above and whose salary is above the maximum for Grade 9, Band B, are not eligible for overtime pay under this Article. Such employees instead shall be given compensatory time at the rate of time and one-half. Compensatory time off shall be taken no later than twelve (12) weeks after it has accrued and shall be forfeited if not taken within that period. Employees must take compensatory time off in increments of at least four (4) hours, or a lesser amount of time that exhausts the employee's compensatory leave accrual, unless by mutual agreement some lesser period is determined to be proper. An employee who has requested to use his compensatory time, but has been denied, may carry over unused compensatory time past the twelve (12) week period but no longer than eight (8) additional weeks, after which time any such extended compensatory time shall be forfeited.

8. a. The salary of any full-time employee who is required to begin work between 4 p.m. and 11:59 p.m. shall be increased for that shift by ten (10) percent. The salary of any employee who is required to begin work between midnight and 4:59 a.m. shall be increased for that shift by fifteen (15) percent.

The salary of any full-time employee whose regular schedule includes a Saturday or Sunday shift shall be paid a ten (10) percent differential for such shift; provided that employees currently on the payroll as of the signing of this Agreement who receive a fifteen (15) percent differential for Sunday shift work in the Engagement Department will continue to receive such differential while working that shift.

b. Employees shall be given at least 72 hours' advance notice by the Publisher of a change in shift assignment of a week or less and two weeks' advance notice for longer term change in shift assignment. Advance notice is not required in cases of emergency.

c. An employee who has worked continuously on any shift for a period of twelve (12) consecutive weeks or more and is assigned by the Publisher to another shift for a period not exceeding six (6) consecutive weeks will be paid at the higher shift differential for such period.

8. Time off with pay on a holiday shall count as time worked for purposes of this article.

9. Employees entitled to overtime under this Article who are required to travel to and from out-of-town assignments after the regular workday or on scheduled days off shall be paid consistent with the Fair Labor Standards Act. Employees entitled to compensatory time under this Article who are required to travel to and from out-of-town assignments after the regular workday or on scheduled days off shall be given compensatory time for all travel hours that would be compensable for an hourly worker under the Fair Labor Standards Act.

10. Part-time Employees. BBNA will determine in its discretion the number of part-time employees to employ and the schedules of part-time employees, including the number of hours worked. Part-time employees shall be paid at the overtime rate for all hours actually worked in excess of forty (40) hours in a single work week.

ARTICLE XIII—HOLIDAYS

1. The following holidays or the days legally observed as such shall be granted, without loss of pay, to all employees: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas, and any additional national holidays recognized by an Act of Congress. A day of mourning declared a national holiday observed by the Federal Government, shall not be granted to all employees as holiday.

Employees will instead be entitled to an extra day of personal leave to be used in the twelve-month period beginning with the day of mourning.

Part-time employees shall be paid for all holidays on a pro rata basis, rounded to the nearest quarter hour. For example, a part-time employee who is regularly scheduled to work thirty (30) hours per week (80% of full-time schedule) shall be paid six (6) hours of holiday pay (80% of 7.5 hours) for all holidays.

2. A full-time employee working at the request of the Publisher on any of the above-listed holidays shall be paid for that week at regular salary plus three-tenths of that amount.

3. A part-time employee working at the request of the Publisher on one of the above-listed holidays shall be paid at the appropriate hourly rate for the number of hours worked on such holidays, plus equal amount.

4. When the Publisher desires any employee to work on one of the above-listed holidays, the Publisher shall make the request to the employee not less than three (3) days in advance of the holiday, except in cases of emergency. Except for Section 6 of this Article, no employee shall be required to work on a listed holiday, however, in the absence of a three-day notice.

5. The Publisher shall follow the leave policy of the Federal Government applicable to employees in the Washington, D.C. , area with respect to holidays which occur on Saturday or Sunday.

6. A manager of a department/unit may, at his or her discretion, allow employees to work on the holidays listed below in exchange for one more day of annual leave to be taken in accordance with the annual leave scheduling procedures of the respective department/unit.

Presidents' Day

Columbus Day

Veterans' Day

No employee shall be required to exchange any holiday for annual leave.

7. Holiday work, including exchange opportunities, shall be distributed and rotated as equally as possible among interested employees within each department/unit.

ARTICLE XIV—ANNUAL LEAVE

1. Full-time employees shall earn annual leave with pay on the basis of the following schedule of continuous service with the Publisher at the rate of:

a. Three (3) weeks per year (4.33 hours per pay period) during the first five years of service;

b. Four (4) weeks per year (5.77 hours per pay period) during the sixth year through fourteenth year of service;

c. Five (5) weeks per year (7.22 hours per pay period) during the fifteenth year of service and thereafter.

2. Annual leave may not be taken until credited and may not be taken in increments of less than a quarter hour. Annual leave shall be credited biweekly, as earned. Employees are responsible for accurately reporting the number of vacation hours actually taken.

3. a. As of December 31 of each year, accumulated annual leave may not exceed two (2) weeks plus the number of weeks being earned annually (according to the schedule in Paragraph 1 above) as of December 31, as shown below:

	Leave Being Earned Annually As of December 31		
	5 weeks	4 weeks	3 weeks
Maximum Carryover	7	6	5

b. Annual balances as of December 31 that are in excess of the maximum described in section 3(a) above shall be forfeited. Effective January 1, 2016, annual leave will no longer be credited to the Guild Sick Leave Bank. Within sixty (60) days of execution of this Agreement, BBNA and the Guild will meet and confer in the Labor-Management Committee over transitioning from the Guild Sick Leave Bank to the new sick leave donation program set forth in Article XV(1)(d).

4. An employee shall have the right, subject to the requirements of the business, to select annual leave periods in accordance with the employee's length of service with the Publisher, the senior employee in each section exercising first choice; provided, however, that a senior employee may not exercise seniority rights that would require a junior employee to cancel an approved annual leave during the two weeks before a holiday. The employee

shall have the right to take the full amount of accrued annual leave in consecutive weeks if desired, provided this does not (a) interfere with the operation of the business, or (b) deprive another employee of the opportunity to have a two-week annual leave in the period between June 1 and September 15.

5. Annual leave is to be scheduled at least one day in advance, except in emergencies. The supervisor may refuse annual leave requested in advance only if business requirements necessitate it, and every possible consideration shall be given to such requests. Annual leave which is postponed at the Publisher's request may be carried over into the succeeding year, notwithstanding the provisions of Paragraph 3 above.

6. Should a holiday be observed on a regular working day during an employee's annual leave, the day shall be added to the length of the annual leave.

7. An employee who has completed the initial six-month probationary period and who resigns or who is discharged shall be paid for any annual leave earned but not taken, provided that in cases of resignation, at least two (2) weeks advance notice of the date of resignation is given in writing to the Publisher.

8. In the event of an employee's death, annual leave earned but not taken will be paid to the employee's estate.

9. Annual leave taken under the provisions of this Article shall not constitute a break in continuity of service and shall be counted as time worked in the computation of all benefits provided in this Agreement, with the exception of overtime pay and the computation of eligibility for FMLA coverage.

ARTICLE XV—SICK, PARENTING, BEREAVEMENT, PERSONAL, VOTING TIME

1. Sick Leave.

a. Sick leave shall be credited to full-time employees on the basis of one (1) day per four (4) weeks (one accounting period) of service. Sick leave may be accumulated. In questionable cases, the Publisher may require presentation of a doctor's certificate of illness for the allowance of sick leave credit.

b. Sick leave accumulated under the company policy in effect prior to the date of this Agreement shall be credited to each employee, as of the effective date of this Agreement.

c. Sick leave may be used for medical and dental appointments, provided the Publisher is given three (3) days' notice of such appointments. When an appointment is necessitated by an emergency, the three-day notice requirement shall be waived.

d. During the term of this Agreement, employees may elect voluntarily to donate up to 37.5 hours of their accumulated sick leave to other employees if the receiving employee (a) is on approved leave without pay under the Family and Medical Leave Act or any state family and medical leave law; and (b) has exhausted all sick leave, vacation, personal leave and other paid leave available to the employee. BBNA will administer the sick leave donation program. BBNA will meet and confer with the Guild in the Labor-Management Committee on sick leave donation procedures within sixty (60) days after execution of this Agreement.

2. Parenting Leave.

a. Female employees, regardless of seniority, may at any time use accumulated sick leave with pay for periods of disability caused by pregnancy, childbirth, and related conditions.

b. Employees may use their sick leave to care for their sick children, including adult children who are incapable of self-care because of a mental or physical disability at the time the leave commences.

c. Employees may take up to a total of twenty (20) days of paid leave for parenting purposes within the first ninety (90) days prior to and/or following the expected birth or adoption of their child; effective as of the date of signing this Agreement, employees who certify to BBNA that they are the primary caretaker for their new child may take an additional ten (10) days of paid leave for parenting purposes within that 90-day period. This section also applies to any female employee whose cohabitating life partner or wife gives birth.

d. Effective January 1, 2011, in any given calendar year period, an employee may take up to fifteen (15) working days of accumulated sick leave to care for a spouse, parent, or one acting as a parent, or cohabitating life-partner provided that said relation and the employee have provided FMLA certification of the illness. Sick leave that is not supported by such certification must be recorded as either annual or personal leave or leave without pay.

3. Bereavement Leave. Bereavement leave with pay, not to exceed 37.5 hours, shall be granted in the event of death of spouse, child, step-child, parent, step-parent, parent-in-law, one acting as a parent, or cohabitating life-partner; leave of up to 22.5 hours shall be granted in the event of death of grandparent, brother, or sister. An additional 7.5 hours of bereavement leave

shall be granted to employees required to travel outside the continental United States to attend the funeral of one of the aforementioned parties.

4. Personal Leave. Each employee shall be allowed up to three (3) days of personal leave, all with pay, at any time during each calendar year, scheduling subject to the approval of the Publisher. Such leave shall not be cumulative, shall not be charged against sick leave, and shall not be considered earned. New employees shall be credited with paid personal leave during the calendar year in which they are hired according to the following schedule: Hired before May 1 three (3) days; hired on or after May 1 and before September 1 two (2) days; and hired on or after September 1 and before December 1 one (1) day.

5. Voting Leave. An employee who works at one of the Publisher's facilities in the Washington area, and who is scheduled to work at one of those facilities on election day, and who is registered to vote, shall receive up to two (2) hours off with pay that is necessary to enable him/her to vote in his/her state of residence.

6. Continuity. Leaves taken under the provisions of this Article shall not constitute breaks in continuity of service and shall be counted as time worked in the computation of all benefits provided in this Agreement, with the exception of overtime pay and the computation for eligibility for FMLA coverage.

7. Employees are responsible for accurately reporting the number of paid leave hours actually taken.

ARTICLE XVI—LEAVES OF ABSENCE

1. Personal Leaves.

a. BBNA will consider an employee's written request for a personal leave of absence for fellowships, research or extended professional education that relates to the employee's journalistic or work-related development. BBNA has the discretion to grant or deny such leave request.

b. Prior to taking any unpaid personal leave under this paragraph, the employee must first exhaust his or her available and accrued paid leave time. During the period of any unpaid personal leave, the employee will not accrue benefits, and will be responsible for paying the full cost of the premiums for continued insurance, unless BBNA and the employee agree otherwise in writing.

c. If an employee does not return to work from a personal leave under this paragraph by the end of the leave period that BBNA grants, the employee will be deemed to have resigned his or her position at BBNA.

2. Parental Leave. An employee who has completed one year of service, on request, shall be granted a leave of absence without pay for a period of up to six (6) months within one year of the birth/adoption of a child (inclusive of the paid leave provided in Article XV). Employees who take such parental leave must use their paid parental leave prior to any unpaid portion of the leave. An employee granted such leave of absence shall not be eligible for another twenty-four (24) months from his/her return from leave, unless otherwise provided by law. In special circumstances, such unpaid leave may be extended by mutual agreement.

3. Leave for Guild business shall be granted to cover attendance by elected delegates at Communications Workers of America conventions and Guild Sector meetings or, in the case of an elected officer of the Guild, attendance at such regular meetings as may be required, provided, however, that not more than two members of the Unit shall avail themselves of leaves of absence on Guild business in any one year during the term of this Agreement, and such absences shall be limited to one week at a time. Leave under this paragraph must be requested five (5) days in advance.

4. Leaves taken under the provisions of this Article shall not constitute breaks in continuity of service. The paid period of any leave under this Article shall be counted as time worked in computing all benefits provided for by this Agreement except that holiday pay shall not be granted for holidays falling during such leave periods. Except for unpaid leave taken for parenting, unpaid leaves shall not be counted as time worked in computing all benefits provided in this Agreement except as required by law or in Article XXIX (Military Service) of this Agreement.

5. Except for unpaid parental leave under Section 2 above, if an employee is absent from work on an approved leave of absence for a period of thirty (30) days or more, BBNA shall not be required to make BBNA's premium contribution on behalf of such employee for any unpaid portion of the leave after such 30-day period.

6. Upon the conclusion of an approved leave of absence of no more than six (6) months, the Publisher shall return the employees to their former positions, or in the absence of same, to similar positions. If BBNA decides to abolish the employee's position while the employee is on such leave of absence, BBNA will provide prior notice to and consult with the Unit Chairperson. Unless otherwise provided under law, employees on unpaid leave for more than six (6) months who wish to return to work and are able to do so shall not be guaranteed a position, but may apply for available jobs.

7. In the event that an employee is discharged during the term of a leave of absence or at the conclusion thereof, the employee shall receive severance pay as provided in Article XXIII. The period of the leave of absence shall not be included in the computation of severance pay.

8. Employees on leave of absence shall not continue to receive commuter benefits.

ARTICLE XVII—HEALTH AND WELFARE

1. Full-Time Active Employees

a. Upon completion of one month's employment, full-time and eligible part-time employees of the Publisher (as defined in paragraph 2 below) shall be eligible to participate in the Life, Accidental Death and Dismemberment, Health and Hospitalization, Dental, Vision Care, Prescription Drug, and Long Term Disability Insurance ("Benefits Programs") provided by the Publisher, in accordance with the terms of such programs and plan documents as they may from time to time be modified by the Publisher or insurance carriers. Administration of the Benefits Programs, including but not limited to the selection of plans, administrators, providers and insurers, shall reside solely in the Publisher's discretion. The Guild acknowledges this includes the right to change the types of plans offered, unbundle the dental plan and/or other plans from the medical and other components of the Benefits Program, and change plan design as provided in paragraph 3 below. The Publisher's rights to administer the Benefit Programs shall not be subject to arbitration or bargaining with the Guild. Notwithstanding any other provision in this Article, BBNA will maintain for the 2016 and 2017 plan years the employee costs listed on Appendix S to the 2013-2016 Agreement for the 2015 plan year.

b. Full-time and eligible part-time employees shall be eligible to participate in the Life, Accidental Death and Dismemberment, and Long Term Disability Insurance at no cost to the employee.

c. For the 2016 and 2017 plan years, BBNA will maintain employees' current fixed dollar share of insurance premiums, as set forth on Appendix S to the 2013-2016 Agreement for the 2015 plan year; provided that, if the plans are unbundled in 2016 and 2017, the total premiums for the unbundled plan shall not exceed the premiums contained in Appendix S for 2015. Thereafter, effective January 1, 2018, employees will pay a percentage share of the premiums on the same percentage basis that BBNA's managerial employees pay for insurance under the Benefits Program, which will be no greater than 15% in 2018 and no greater than 20% in 2019. Employees' share of the

premiums shall be collected through payroll deductions, consistent with the terms of the Benefits Programs and in amounts reflecting employees' elections during annual Open Enrollment.

2. Part-Time Employees.

a. Consistent with the Patient Protection and Affordable Care Act as amended ("Affordable Care Act" of "ACA"), part-time employees hired to fill a regular part-time schedule of thirty (30) hours or more a week will be treated as full-time employees under BBNA's medical insurance and prescription drug plans and will be eligible to participate in such plans on the same basis as full-time BBNA employees while they remain on a regular part-time schedule of thirty (30) hours or more a week, subject to the provisions set forth in paragraphs 1 and 3 of this Article.

b. Consistent with the ACA, part-time employees who are not described in paragraph 2(a) who average thirty (30) or more paid hours per week during the measurement period set forth in paragraph 2(c) below will be treated as full-time employees under BBNA's medical insurance and prescription drug plans and will be eligible to participate in such plans on the same basis as full-time BBNA employees for the succeeding stability period set forth in paragraph 2(c) below, subject to the provisions set forth in paragraphs 1 and 3 of this Article.

c. The measurement procedure described in paragraph 2(b) above shall be as follows: during a regular measurement period that BBNA selects in its discretion (for example, six or 12 months), there shall be a review of the service hours (as defined in the ACA) of part time employees during the designated measurement period, after which part-time employees will be notified of their eligibility for coverage under the Plans during the succeeding stability period (e.g., six or 12 months), based on their service hours during the measurement period.

d. Part-time employees who are scheduled to work twenty (20) or more hours per week, or who average twenty (20) or more hours per week under the measurement period in 2(c) above, shall be permitted to participate in the Benefits Programs in accordance with their terms.

3. Insurance Changes.

a. During the term of this Agreement and after its expiration, BBNA has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2 above, and changes in the benefits offered under the Benefits Programs, including changes in coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to all full-

time non-bargaining unit BBNA employees covered under the Programs. In addition, BBNA has the right to make changes in the Benefits Programs that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with ACA requirements or to avoid ACA penalties or taxes, provided that such changes apply on the same basis to all full-time non-bargaining unit BBNA employees covered under the Programs.

b. In the event that (i) BBNA implements changes to deductibles, co-payments, and out-of-pocket maximums (“OOP”) in its insurance plans in 2018 and 2019 and (ii) BBNA does not elect in its discretion to provide employees with an alternative lower cost insurance plan option (e.g., an HMO), BBNA agrees that such plan design changes will not result in employees incurring total in-network out of pocket medical expenses (excluding premiums) exceeding the lower of the maximum amount allowed by law and the following percentages of their salary:

	<u>2018</u>	<u>2019</u>
Individual OOP (In Network)	4%	5%
Employee Plus One OOP (In Network)	5%	6%
Family OOP (In Network)	7%	7%

c. The changes authorized under this provision shall not be subject to arbitration or bargaining with the Guild. However, prior to making such changes, BBNA will notify the Guild and will, upon request, meet and confer with the Guild about such changes.

4. Suspension of Coverage. BBNA may terminate or suspend the coverage of any employee for reasons permitted under the terms of the Benefit Programs, including but not limited to the employee’s failure to contribute the employee’s portion of the premium. BBNA shall have no obligation to continue to contribute to the cost of insurance for employees engaged in any strike, sympathy strike or other work stoppage.

5. Retirees.

a. Except for Medicare-eligible employees, when employees retire, they shall be eligible to participate in the health benefits that are provided to employees, in accordance with the term of such programs as they may from time to time be modified by the Publisher or insurance carriers. Effective January 1, 2018, eligible retirees will be required to pay a share of premiums equal to the greater of (i) the percentage share that active employees pay for

premiums in the respective year or (ii) the percentage share determined under the provisions in paragraph 6 below.

b. Coverage under BBNA health benefit plans has been discontinued for Medicare eligible retirees. In lieu of coverage under BBNA's health care plans, the Publisher will provide tax-free monetary contributions to retirees to buy supplemental Medicare coverage for themselves, and their spouses. Contribution amounts will be \$3,000 annually for retirees and \$2,400 annually for retirees' spouses. The services of an external vendor will be provided free of charge to assist retirees in selecting coverage. BBNA will pay the monetary contributions directly to the vendor for the retiree's use and that of their spouse/dependents. Any unused balance at the end of the year can be rolled over. Retirees and dependents who are eligible for Medicare must enroll for Medicare in order to receive the benefits set out in this paragraph.

c. Effective January 1, 2017, current and future BBNA retirees will no longer be eligible to participate in the retiree programs described in paragraphs 5(a) and 5(b) above during such times as they are eligible for insurance coverage through another employer or receive coverage through a spouse, provided that any retiree who has ceased coverage under BBNA's plans may return to BBNA's plans only once.

d. Those who retire under the Normal/Delayed option of the retirement plan with less than 10 years of service shall not be eligible for health benefits in retirement. Employees hired after September 1, 2010, are not eligible for retiree health benefits.

6. Except as modified in paragraph 5(a) above, the terms and conditions for retiree participation in the health benefits that are provided to employees shall be as follows:

a. For those who retire under the Rule of 70 option of the retirement plan, the retiree shall pay the full premium for himself and all covered dependents until the retiree reaches age 55. Thereafter, BBNA shall pay a percentage of the premium for the retiree's coverage, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5), to the maximum of 95 percent, with the retiree paying a balance until the retiree is enrolled for Medicare. Also thereafter, BBNA shall pay a percentage of the premium for the coverage of dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

b. For those who retire under the Regular Early (55/15) option or the Special Early (Rule of 85) option of the retirement plan, BBNA shall pay a percentage of the premium for the retiree's coverage, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of

95%, with the retiree paying the balance until the retiree is enrolled for Medicare. Also thereafter, BBNA shall pay a percentage of the premium for the coverage of covered dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

c. BBNA shall pay a percentage of the premium for the coverage of covered dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

d. A retiree's premium contribution for himself will not be increased by more than 30 percent in any year.

e. A retiree's premium contribution for his covered dependents will not be increased more than 30 percent in any year.

f. Deductibles and co-payments applicable to active employees and their dependents will continue to be applicable to retirees and their dependents. Out-of-pocket maximums will be calculated based on average earnings for pension purposes, as computed at the time an employee retires. Such average earnings will be increased by five percent each year.

7. The Publisher shall continue the joint committee established to study health care benefits. The committee shall consist of four members from the Guild, appointed by the Unit Chairperson, and four members from management. All necessary costs for the committee shall be paid by the Publisher. In connection with consideration of any plan design changes to be made effective in 2018 and 2019, BBNA will initiate the meet and confer process with the committee no later than July 1, 2017 and July 1, 2018, respectively.

8. The Employee Assistance Program agreed upon by the Publisher and the Guild is incorporated within this Agreement by this reference and appears in Appendix I.

ARTICLE XVIII—PENSIONS

1. Pension Plan. The Publisher shall continue in effect the BBNA Employees' Retirement Plan, as amended to comply with the Employee Retirement Income Security Act of 1974, and shall provide the benefits set forth in Appendix C.

2. Phased Retirement. An employee who is no more than twelve (12) months from the date of retirement eligibility under the Normal Retirement Date provisions, the Special Early Rule (Rule of 85) provisions or the Regular Early (55-15) provisions of the BBNA Employees' Retirement Plan may elect to phase into retirement. Upon three (3) months written advance notice of a firm retirement date, an employee may reduce his full time schedule to a part time schedule of no fewer than twenty (20) hours per week. The part time schedule may begin no earlier than one year prior to the date the employee has chosen for his retirement date. The written notice must include the date the employee has elected to retire, whether that date is based upon the Normal, the Special Early or the Regular Early provision, the date the employee would like the part time schedule to begin, and the number of hours per week the employee elects to work under the part time schedule. The employee's salary and benefits will be pro-rated according to the various provisions of this Agreement.

3. 401(k) Plan.

a. Employees hired after September 1, 2010, shall participate in a BBNA company match 401(k) Plan. Employees hired after September 1, 2010, will not be eligible to participate in the BBNA Employees' Retirement Plan.

b. The Publisher will contribute one percent (1%) of base salary and shall match the first \$.75 per each dollar contributed by the employee up to five and two-thirds percent of base salary. In accordance with and subject to the terms of the 401(k) Plan, there shall be an automatic enrollment for new employees with an employee contribution of three (3) percent.

ARTICLE XIX—JOB SECURITY

1. There shall be no dismissals as a result of putting this Agreement into effect.

2. Discipline and Discharge.

a. No employee who has completed his or her probationary period shall be disciplined or terminated without just and sufficient cause.

b. Progressive discipline under this Agreement normally consists of an oral warning, written warning, suspension without pay, and termination. BBNA has the right to discipline or discharge an employee without progressive discipline in appropriate cases, including but not limited to cases of gross misconduct. Gross misconduct will include but not be limited to plagiarism, workplace violence, theft, workplace possession of illegal drugs or guns or

unauthorized disclosure of the Publisher's confidential or trade secret information.

c. Oral warnings, written warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration. However, the employee or the Guild may submit a written response to such disciplinary action within thirty (30) days of the action. Employees shall not be barred from applying for open positions because of a written warning in their file.

d. Whenever discipline is issued to an employee, a copy of such disciplinary action shall be sent to the Unit Chairperson

e. In the event BBNA requires an employee to attend an investigatory meeting that the employee reasonably believes may lead to discipline, a Guild representative may attend the meeting at the request of the employee to provide Weingarten representation.

3. Reductions in Force.

a. BBNA may in its discretion lay off employees for operational or economic reasons. Dismissals to reduce the force shall require at least four (4) weeks' advance notice to the affected employee(s) and to the Unit Chairperson. The notice to the Unit Chair shall be in writing.

b. In the event of a reduction-in-force, the Unit Chairperson and affected employees shall be advised of the work unit (defined as a unit of employees reporting to the same supervisor), job titles, number of employees, and reasons upon which the Publisher relies to establish the necessity for such dismissals. Upon request from the Unit Chairperson, the Publisher and the Guild will meet to discuss alternatives to a reduction-in-force during the four-week notice period. If no alternative is agreed to, the following procedures shall apply:

i. BBNA will prepare a list of employees in the affected job title(s) in the affected work unit(s) and rank such affected employees in the order of their seniority of employment with BBNA. BBNA will proceed with layoffs in inverse seniority order, with the following exception: BBNA may in its discretion exempt up to 10% of employees in the affected job title in the affected work unit from layoff for any reason that it deems essential to its operations; provided that, in all work units, BBNA may exempt one employee in the affected work unit from layoff for any reason that BBNA deems essential to its operations. Such

exemptions shall not be subject to the grievance and arbitration procedure.

ii. Substitute voluntary resignations by longer service employees in the affected unit will be given consideration by BBNA in lieu of employees otherwise slated for separation, and if acceptable to BBNA, such substitute employees will be allowed to voluntarily resign and shall be paid severance in accordance with this Agreement.

iii. Employees laid off for operational or economic reasons, but not those employees whose substitute voluntary resignations are accepted by BBNA, may request to be placed on a rehiring list for a period of one (1) year and shall be rehired, according to seniority, for openings (if any) in the same position that they held prior to layoff (or a substantially similar position), provided that they previously performed the job in a satisfactory manner. If an employee on the rehire list does not respond to the Publisher's rehire offer within seven (7) business days of notice, or declines the rehire offer, the employee will be removed from the rehire list.

c. Employees who are laid off under this Agreement are entitled to receive severance pay as provided in Article XXIII.

d. The parties' rights set forth in this paragraph 3 shall continue both during the term of this Agreement and after its expiration.

4. Employees who are terminated pursuant to Section 3 above who have not been offered other positions within two pay grades of their former position by the Publisher in its discretion, and who exercise their right under COBRA to continue their coverage under the BBNA group health program following termination may choose to have their monthly COBRA premiums waived, at the rate of one (1) month for each year of continuous employment or part thereof, up to a maximum of three (3) months or until they are no longer eligible to continue coverage under COBRA, whichever comes first.

5. Upon request, BBNA will provide to terminating employees information on options available under the BBNA Employees' Retirement Plan, BBNA 401(k) Plan, health and life insurance plans.

ARTICLE XX—JOB OPENINGS AND ADVANCEMENT

1. Hiring. The Publisher has the discretion to hire applicants for bargaining unit positions from any source, based on the skills and qualifications that it deems necessary for those positions. BBNA will consider qualified internal applicants for any open positions, but reserves the right to recruit nonemployees for any open positions.

2. Evaluations. BBNA has the right to conduct annual and interim performance reviews of its employees. Performance reviews are not subject to the Grievance and Arbitration provision of this Agreement. Employees may respond to an evaluation in writing, and the response shall be placed in their personnel file.

3. Postings.

a. When an opening occurs in any job covered by this Agreement, or when a new job is created within the coverage of this Agreement, the job shall be posted for a minimum of five (5) working days on various company bulletin boards and the online posting bulletin board, and may be simultaneously posted for external applicants. The notice shall specify the classification of the job, the unit in which the job is located, and, where practicable, special qualifications or requirements. A full description for each posted opening will be available in the Personnel Office and with the Unit Chairperson for inspection by interested employees.

b. BBNA will continue to post vacancies in the correspondents unit. All costs, including travel, interviewing, testing and relocation costs, associated with pursuit of a correspondent job shall be borne by the employee.

4. Internal Applicants.

a. Each employee who has completed one year of BBNA employment and is not otherwise in a probationary period shall have the right to apply for any posted job in a higher or the same classification and shall be considered by the Publisher as an applicant for such job. Where no employee with at least one year of BBNA employment and not otherwise in a probationary period applies for such job, the Publisher will accept and consider applications of employees with less than one year of BBNA employment or who are otherwise in a probationary period. In the event a successful job bidder who still is in probationary status as defined in Section 1 of Article II is selected, he shall be deemed to have completed his initial probationary employment period. All

applicants shall make application for the job in writing to the Personnel Office or to the online postings bulletin board.

b. The Publisher may consider an application for a transfer to a lower-rated job. Such consideration shall be discretionary with the Publisher. An employee who exercises a successful transfer shall be barred from bidding for any other job for a one-year period.

c. An unsuccessful job bidder shall receive written notice from the Publisher stating the reasons for the rejection of the bid. A copy of this notice shall be sent to the Unit Chairperson. Upon request of the Unit Chairperson, the Publisher shall make available to the Guild the criteria used in evaluating an employee, the tests, if any, given to an employee seeking promotion or transfer, and the results of any such tests.

d. A successful job bidder shall be deemed to be in a probationary status for a period not to exceed three (3) months, and shall be so notified at the time of commencing his new employment. During each month of his probation period, he shall be notified in writing of his progress. If within the three-month period the Publisher determines that the successful bidder is not able to perform the required job duties, the employee shall be returned without prejudice to his former job, if available, or a comparable job in the same classification.

e. When an opening has been filled pursuant to the foregoing provisions, the Publisher shall advise the Unit Chairperson of the name, salary, and classification of the person selected.

f. The Publisher may consider filling junior level or trainee positions during the term of this agreement. Such positions will normally be one grade lower than that of the usual entry grade level position. The Publisher will determine the minimum qualifications for these positions. The trainee shall be promoted when the Publisher determines, in its discretion, that the trainee satisfies the stated criteria for the next higher grade level position. The Publisher will notify the Guild of the names of new junior level and trainee hires in accordance with Article VII, Section 2.

5. As used herein the term "qualifications" includes ability to meet writing or other requirements of a job, training in or familiarity with a specialized subject, ability to make new contacts, or any special background which may be necessary to fit an individual for a particular job.

6. Testing.

a. Where a test is required in the selection process, the identity of the applicant will be withheld until grading is completed. A formal interview shall

not be required prior to taking a test. Testing will be permitted if an employee presents a reasonable case for meeting job requirements.

b. There shall be a joint committee to meet and confer on new tests and testing procedures. The committee shall be made up of three members from management and three members from the Guild, and shall meet at the request of either party.

7. Training. Employees shall have access to BBNA in-house training programs on the following basis: (a) training is at management's discretion; (b) training that is directly related to an employee's job is on company time; and (c) training that may help employees move into a new position is available. However, management may require that an employee makes up half the time spent in such training.

The parties reaffirm their joint goal of providing employees whose skills may be rendered less valuable by changing technology the opportunity to learn new skills and continue their careers. Toward this end, the Publisher agrees to make reasonable effort to provide training to employees for new skills and equipment as soon as practicable.

ARTICLE XXI—TRANSFERS

1. No employee shall be transferred by the Publisher to work located beyond the Washington Metropolitan Area, whether in the same enterprise or in other enterprises conducted by the Publisher, or by a subsidiary, related, or parent company of the Publisher, without the employee's consent and payment by the Publisher of all transportation and other moving expenses of the employee and his family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.

2. No employee shall be required to accept a transfer or promotion that would remove him from the Guild bargaining unit or make him ineligible to hold Guild membership. No employee shall in any way be penalized for refusing to accept a promotion or transfer.

3. No employee who accepts a temporary transfer to a different job in the same or lower grade shall receive a reduction in salary for the duration of the temporary transfer. An employee who accepts a temporary transfer to a different job in a higher grade shall receive a salary increase that is the greater of (a) the amount necessary to take the salary to the minimum of the new grade or (b) an amount that the employee and the manager negotiate under Article XI

of this Agreement. The new salary shall apply for the duration of the temporary transfer.

4. Employees who transfer at the direction of the Publisher and desire to move closer to their new work place within twelve (12) months following their relocation shall be reimbursed by the Publisher for the reasonable costs of moving their household goods.

5. Temporary Transfers.

a. In order to facilitate upward mobility, the Publisher will consider applications for temporary transfer from employees possessing prerequisite educational qualifications, skills or abilities to fill openings created by employees on leave of absence, on annual leave, on sick leave, or on temporary transfer within the Company. Acceptance of such temporary transfer is solely at the option of the employee. Notice of temporary transfer opportunities of three or more months' duration shall be placed on company bulletin boards, following the supervisor's consideration of applications for temporary transfer already on file with the Human Resources Office.

b. Temporary positions may arise from time to time in the start up phase of a new publication or product or the shut down phase of an existing publication or product. These positions shall be posted as "temporary." BBNA employees may voluntarily accept these positions as a temporary transfer.

ARTICLE XXII—DETERMINATION OF SERVICE

1. An individual whose employment with the Publisher is terminated after successful completion of the initial probationary period and who is subsequently re-employed by the Publisher shall, one year after re-employment, be credited with his total service with the Publisher for purposes of annual leave, promotion, job tenure, cash profit-sharing, and severance pay (provided that severance was not granted at the prior termination). The crediting of past service following re-employment will be granted only once, and will not be granted in cases of re-employment following disciplinary discharge.

2. Notwithstanding Section 1 above, an employee terminated under Article XIX, placed on a rehire list, and subsequently rehired from that list, shall, immediately upon reemployment, be credited with his total service with the Publisher for purposes of annual leave, promotion, job tenure, cash profit-sharing, and severance pay (however, if severance pay is subsequently due, the prior service which has already been compensated with severance shall be deducted for purposes of the subsequent severance calculation). This credit will

be granted only to employees who are re-employed within one (1) year of their termination date. Such employee shall also immediately be recredited with any accumulated sick leave remaining in his sick leave account upon his initial termination provided the employee was not previously offered a job within two pay grades of his former position. If the employee is rehired following a technological or economic dismissal to perform substantially the same job duties at the same or lower grade, he shall be paid at the same band he was at before being dismissed.

ARTICLE XXIII—SEVERANCE PAY

1. Upon dismissal from employment due to a reduction-in-force, as described in Article XIX, an employee of the Publisher shall receive severance pay at the rate of one (1) week's pay for each three (3) months of continuous employment or part thereof, with a minimum of six (6) weeks and maximum of 56 weeks. Severance pay shall be based on the highest rate of pay received for his regular workweek by the employee preceding his termination of employment, except as otherwise provided in Article II, Section 2.

Employees who are terminated under Article XIX due to a reduction-in-force or new technology and who elect to be placed on the rehire list shall receive their severance pay in bi-weekly installments, each installment consisting of two (2) weeks' pay at the appropriate weekly rate. All severance payments to an employee shall cease and no additional severance shall be due upon re-employment in any job with the Publisher, or upon payment of the full amount of severance due, whichever comes first. Notwithstanding the previous sentence, if an employee fails to pass probation following rehire with the Publisher, any severance unpaid from the original reduction-in-force shall be paid in a lump sum. If an employee on the rehire list accepts a temporary position with the Publisher before his severance has been fully paid, severance installments shall resume following completion of the temporary job.

Employees who do not elect to be placed on the rehire list or who are not eligible for the rehire list may elect to be paid the severance due in a lump sum or bi-weekly installments following termination.

2. Upon dismissal from employment for other just cause, subject to the provisions of Section 3 of this Article, an employee of the Publisher shall receive severance pay at the rate of one (1) week's pay for each six (6) months of continuous employment or part thereof, up to a maximum of 56 weeks.

Severance pay shall be based on the highest rate of pay received for his regular workweek by the employee preceding his termination of employment.

3. Employees discharged for gross misconduct shall not be entitled to receive severance pay.

4. When an employee resigns with prior approval of the Publisher to avoid dismissal, for reasons other than gross misconduct, he shall receive severance pay in accordance with Section 2 above.

ARTICLE XXIV—GRIEVANCE AND ARBITRATION PROCEDURES

1. Grievance. Any dispute arising out of an alleged violation of a specific Article of this Agreement, or arising out of discipline with a loss of pay, shall be resolved exclusively pursuant to the procedures set forth in this Article.

2. Step 1.

a. Within twelve (12) business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance will be filed in writing or by email with the appropriate supervisor, with a copy to BBNA's Labor Relations office. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. Within ten (10) business days from the filing of the grievance, the supervisor will offer to meet with the grievant(s) to attempt to resolve the grievance. The grievant(s) may choose to have one of either a steward or the Unit Chairperson attend the step 1 meeting, and the supervisor may bring another manager or supervisor from the same unit. Every effort will be made to resolve the grievance at this level.

b. The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by this Agreement.

3. Step 2.

a. If the grievance is denied at the first step or the supervisor has not responded to the grievance within ten (10) business days of the filing of the grievance, a written request to hold a grievance meeting may be sent to the

Labor Relations office within five (5) business days of the grievance denial or the expiration of the 10-day period specified in step 1.

b. Within fifteen (15) business days of receipt of the request, a grievance meeting will be held between the parties at a mutually agreeable time and location. No more than three persons, including the grievant, shall attend for the Guild. No more than three persons shall attend for management. BBNA will respond in writing to the grievance within ten (10) business days after the date of the grievance meeting. BBNA's failure to meet this time period for responding will be deemed a denial of the grievance.

4. Step 3: Arbitration.

a. Absent resolution of the grievance at step 2, the Guild may, within twenty (20) business days of the step 2 grievance meeting, submit a written demand for arbitration to BBNA's Labor Relations office. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. BBNA and the Guild will select an arbitrator and schedule a mutually agreeable hearing date.

b. If the parties cannot select an arbitrator within ten (10) business days by individual designation, an arbitrator will be selected within the next ten (10) business days by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with BBNA and the Guild alternately striking the first name in each case. At the request of either party, an arbitrator not selected for a pending arbitration will be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel. If the parties cannot agree on a panel within ninety (90) days of the signing of this Agreement and the parties cannot agree on an arbitrator for a particular case, either party may request the American Arbitration Association to initiate its procedures for assisting the parties in the selection of an arbitrator.

c. The decision of the arbitrator shall be final and binding. However, neither party waives any legal rights. The arbitrator shall not have the authority to amend or modify, add to or subtract from the provisions of this Agreement.

d. Matters not restricted by a specific provision of this Agreement, and matters left to the discretion of BBNA throughout this Agreement, shall not be subject to arbitration.

e. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. If either party raises a question of arbitrability as to a grievance, such party shall be entitled to a separate, initial hearing before a separate arbitrator on arbitrability only, unless the parties agree otherwise, and a subsequent arbitration on the merits shall not be held unless the grievance is found arbitrable; provided, however, that neither party shall be deemed to have waived its right to have a court decide the issue of arbitrability instead of an arbitrator.

f. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that neither party shall be responsible for the cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.

g. The parties' rights to arbitrate grievances shall be effective only during the term of this Agreement.

5. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance.

6. Guild Grievances. Grievances brought on behalf of the entire bargaining unit or the Guild may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Labor Relations office within twenty (20) business days from the date that the Guild knew or should have known of the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, the Guild shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

7. BBNA Grievances. Grievances brought on behalf of BBNA may be brought initially at Step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Guild's Unit Chairperson within twenty (20) business days from the date that BBNA knew or should have known of the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, BBNA shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

ARTICLE XXV - LABOR-MANAGEMENT COMMITTEE

1. A Labor-Management Committee shall be established for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, including, among others, training and development, new technology, methods of operation and work processes, health and safety, and other matters of mutual interest. The intent and purpose of this Article is to preserve and promote harmonious relationships and cooperation between the Publisher, the Guild, and employees.
2. The committee shall meet at least once every quarter, upon the request of either party, during the term of this Agreement. BBNA and the Guild shall appoint an equal number of representatives (not less than three, not more than five) to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to the other party, when warranted. In order to properly prepare for such meeting and to achieve the most success, one week prior to each meeting, the respective Publisher and Guild representatives will exchange an agenda indicating items they wish to discuss and the names of the representatives who will be present.
3. It is the parties' intent that these discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to arbitration.

ARTICLE XXVI - WORK ASSIGNMENTS

1. Flexible Work Assignments
 - a. Bargaining Unit Employees.
 - i. The Publisher has the right to assign Guild-covered employees to perform whatever work the Publisher deems appropriate in connection with any print, digital, web, multimedia or other projects, products, partnerships or activities in which the Publisher engages. Work assignments to unit employees may include work that has previously been assigned to unit employees, to BBNA staff not covered by this Agreement, or to employees of another employer.

ii. If an employee is assigned duties he/she would not normally perform (e.g., a reporter assigned to shoot video), the employee may make a reasonable request, and BBNA will provide a reasonable opportunity, to be trained to perform those duties.

b. Non-Bargaining Unit Employees. The Publisher has the right to assign or reassign work that has previously been assigned to Guild-covered employees to BBNA staff not covered by this Agreement or to employees of another employer, on a non-exclusive basis. In the event that employees will be laid off as a direct result of BBNA's exercise of its rights under this paragraph (b), BBNA will provide two (2) months' advance notice of such layoffs and provide a minimum of eight (8) weeks of severance under Article XXIII(1).

2. Contractors. The Publisher has the right to continue to engage outside content providers on a non-employee basis, e.g., freelancers, contract writers or contract editors, as well as other outside contractors to perform work in Guild-covered departments. Such contractors shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms.
3. The Publisher's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining, except as provided in paragraph 1(a)(ii). However, prior to making any non-temporary changes to work assignments materially impacting Guild-covered employees under this Article, the Publisher will meet and confer with the Guild about such changes.

ARTICLE XXVII—FREEDOM OF EMPLOYMENT

The Publisher agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Publisher.

ARTICLE XXVIII—OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST

1. Employees in units organizationally reporting to a news director or editorial director are subject to BBNA's policies and guidelines implementing

conflict of interests and ethics standards in news gathering and reporting. BBNA has the right to set new conflict of interests and ethics standards applicable to news and editorial employees, and modify existing standards, in its sole discretion.

2. During their non-working time, employees may engage in writing for other publications or engage in other outside activities, provided that (a) such employment or activity does not interfere with performance of the employee's work for the Publisher or jeopardize the Publisher's position; (b) such employment or activity does not violate the Publisher's conflict of interest and ethics standards; (c) for employees credentialed with the Press Galleries of the Congress of the United States, such employment or activity does not violate the rules governing the Press Galleries; (d) such other publications do not directly compete with the Publisher; and (e) the employee does not exploit his employment status with the Publisher in connection with such outside writing or activities.

Employees must notify the Publisher if they have reason to believe their activities may violate this paragraph.

3. BBNA may require news and editorial employees to furnish BBNA with a description of any existing outside employment that could be in violation of ethics or conflict of interest policies and to provide BBNA with advance notice of any such contemplated outside employment. Upon receipt of the description or notice in writing of the outside employment contemplated, BBNA shall notify the employee in writing of its approval or disapproval of such outside employment, and BBNA's decision shall not be subject to arbitration. BBNA also may require employees to sign individual disclosure statements relating to outside employment and outside activities in connection with implementing this Article.

ARTICLE XXIX—MILITARY SERVICE

1. Any employee, other than a temporary employee, within the meaning of the laws of the United States providing for selective or universal military training and service in the Armed Forces of the U.S. who is required to enter upon extended active duty in the military service of the United States, or who volunteers for such service, shall be considered an employee on leave of absence and, on application following discharge from or relief from active duty in such military service, shall be returned to his former position with the Publisher, or to a comparable position, in accordance with the terms of prevailing law.

2. Time spent in military service shall be considered to be time worked with the Publisher in computing severance pay, length of service compensation, length of annual leave, and other benefits which depend upon continuous service with the Publisher.

3. Any employee who has completed his probationary period upon entering extended active duty in military service shall receive two (2) weeks' pay plus all accrued annual leave pay in cash.

4. Life insurance now provided for an employee by the Publisher will be continued during the employee's period of military service, so long as this is permitted by the insurance carrier under existing contracts and the cost of such insurance is not excessive. The Publisher will notify the Unit Chairperson not less than sixty (60) days in advance of any change.

5. If an employee, on his return from military service, is found to be physically incapacitated to the extent that he is unable to resume his former employment, the Publisher will attempt to place him in other employment and will consult with the Unit thereon.

6. The salary of an employee at the time the employee goes on military leave will be increased by the amount of any general increase negotiated by the Publisher and the Guild during the employee's absence.

7. The foregoing provisions of this Article shall govern, to the extent applicable, in the case of an employee who has completed his probationary period who volunteers for service in any organization in which service is accepted by selective service as in lieu of military service.

8. Leaves of absence, with payment of the difference between regular wages or salary in the Publisher's employ and pay and allowances paid by the U.S., shall be granted to employees who have completed their probationary period for service with the Reserve components of the Armed Forces, including the National Guard, for customary training periods not in excess of 30 days in any calendar year. Reservists called to active duty during a civil emergency shall be compensated in like manner. Such compensation for differential earnings shall not apply (a) to active military duty of indefinite duration for Reservists called up as units or as individuals by the military authorities, or (b) to an individual called to active duty or active duty for training for 30 or more days by reason of his failure to fulfill inactive duty Reserve training required by law.

ARTICLE XXX—COURT DUTY

1. A full-time employee who is required to serve on jury duty or who is required by subpoena to serve as a witness in a court of law shall be paid his regular BBNA salary while so serving. An employee absent under this Article shall be expected to spend as much time within regular working hours for the Publisher as is not required for jury or witness duty.
2. Absence under this Article shall not be charged against annual leave.
3. The provisions of this Article shall apply to regular part-time employees where the period of court service conflicts with scheduled working time.
4. This Article shall not apply to court proceedings in which the employee is an interested party.

ARTICLE XXXI—EXPENSES

1. The Publisher shall pay all legitimate expenses incurred by employees in the service of and by direction of the Publisher. Employees who normally are scheduled to report for work prior to 12 noon shall be reimbursed for taxi fare to their homes when required to work past 9 p.m.
2. The Publisher shall pay the employment agency fee of a new hire when the Publisher has requested the agency to fill the job opening.
3. A meal allowance of \$10.00 will be paid to an employee required to work:
(a) at least two hours overtime on a regularly-scheduled workday; or (b) at least four hours on a regularly-scheduled day off.
4. In connection with the reduced availability of leased parking space at the Publisher's Bethesda facility, effective April 1, 2016, the Publisher will no longer provide free parking for new employees hired to work at the Publisher's Bethesda facility.
5. All regular full-time employees working in the Arlington and Bethesda offices of the Publisher who do not have or take advantage of free parking privileges in any way are eligible for a transportation subsidy as follows: \$105 per month toward public transportation costs; \$85 per month toward work-related parking expenses through the Parking Reimbursement Account. Employees may switch between the public transportation benefit and the Parking Reimbursement Account twice a year, on January 1 and July 1. Employees may reallocate their contribution under the public transportation benefit twice a year, on January 1 and July 1. Otherwise eligible regular part-time employees shall receive the transportation subsidy on a pro rata basis.

Employees, who use their bicycle as their main commuting mode and do not receive any of the parking or transportation benefits in this section, shall receive a \$30 monthly bicycle allowance.

6. Essential employees required to work under the conditions specified in Article XII, Section 11, of the 2013-2016 Agreement shall be reimbursed for reasonable lodging and meals if conditions prevent them from traveling home. Meal reimbursements shall not exceed the per diem allowances for out-of-town travel.

ARTICLE XXXII — TUITION AID

1. The Publisher agrees to continue in effect the present tuition aid plan, which was established for the purpose of giving financial assistance to eligible BBNA employees who wish to pursue types of study that will enable them to do their jobs better or assist them in preparation for advancement at BBNA.

2. Permanent full-time employees with six months' service and permanent part-time employees with the equivalent of six (6) months' full time service are eligible for approved courses of study.

3. Compensation for as many as three semesters or four quarters a year is permitted under the plan. One half of the amount allowed is to be paid at the time of registration, the remainder upon successful completion of the course. The Publisher will pay for the full cost of tuition, related fees (including lab fees), and required books up to a maximum of \$2,400 per semester or quarter, for the duration of the contract. Approved courses of study are those that are successfully completed at a college, university, or community college, that are related to work of BBNA and taken during non-working hours.

4. Applications should be submitted to the Human Resources in writing. Supervisors and department heads shall be consulted with regard to eligibility of employees and subjects. Normally, the supervisor or department head should be consulted by those employees intending to pursue studies.

ARTICLE XXXIII—WORK AND FAMILY

1. Committee. There shall be a joint committee established to study issues pertaining to work and family, including ways of assisting employees regarding the provision of care for their children and for their elderly and/or ill parents. The committee shall consist of four (4) members from the Guild, appointed by the Unit Chairperson, and four (4) members from management. Reasonable and necessary costs for such exploration will be paid by the Publisher.

2. Dependent Care Assistance. The Publisher agrees to continue its salary reduction plan for purposes of Dependent Care Assistance in accordance with Section 129 of the Internal Revenue Code of 1954 as amended by the Economic Recovery Act of 1981 for the benefit of eligible employees.

3. Adoption Assistance. The Publisher will reimburse up to \$4,000 of public or private agency fees, court costs, or legal fees associated with the adoption of a minor child.

4. Flexible Work Arrangements.

a. The Publisher recognizes the value and benefit of flexible work arrangements to the company and its employees. In furtherance of this recognition, the Publisher agrees to continue programs in the areas of flex time, compressed work weeks, job sharing and telecommuting at BBNA in appropriate work environments and individual situations where such flexibility will not conflict with the needs of the business. The decision to grant or deny requests for any new FWAs, or to grant or deny modifications to FWAs existing as of the effective date of this Agreement, shall rest in the Publisher's discretion.

b. Telecommuting.

i. Telecommuting days are considered the same as work days. Telecommuting employees must have an appropriate work site for telecommuting purposes, must have compatible computer, internet access and other technology to support telecommuting, and must be available by phone and email, or other agreed upon communication medium, during their regularly scheduled work hours. Telecommuting employees are required to check their voicemail and email at regular intervals, to be determined by their supervisor, and to respond to messages in a prompt manner. Telecommuting employees are expected to be at their approved work sites and performing work tasks during their regularly scheduled work hours. Telecommuting employees must provide their supervisors with an accounting of the time when they work from home or other remote location, at intervals specified by their supervisor; must allocate their time to various projects or assignments as specified by their supervisor; and must report back to their supervisor per the supervisor's instructions.

ii. Telecommuting is not a substitute for dependent care, and telecommuters must make regular dependent care arrangements.

iii. The Publisher has the right to measure and assess the performance of telecommuting employees to ensure that the quality and quantity of their work meets expectations.

iv. Employees also may be allowed to work from home on an ad hoc basis, if technologically feasible, and if the option is approved by their supervisor in advance. Ad hoc telecommuting will only be approved if there is agreement between the employee and the supervisor regarding specific tasks to be accomplished. Failure to accomplish the tasks may result in denial of future ad hoc telecommuting requests. This opportunity will be offered only with the understanding that is the responsibility of the employee to ensure a proper work environment is maintained. Ad hoc telecommuting will not be used as a substitute for annual, personal or sick leave, but may be used in conjunction with such leave.

v. The Publisher has the right to modify or terminate any telecommuting arrangements and schedules, either temporarily or permanently, that are already in existence as of the signing of this Agreement, as long as the Publisher's decision is not arbitrary or capricious. The Publisher will not permanently end any telecommuting arrangement in existence as of the date of this Agreement without providing the employee two (2) months' advance notice of the decision and, in the case of a changed manager, without a trial period of at least twelve (12) weeks prior to any decision to change the arrangement.

c. Other FWAs. BBNA will consider the request of any employee to work an alternative work schedule or to participate in a job share. Such request will be reviewed at the unit level by the employee and his or her supervisor. FWAs will be maintained subject to the Publisher's operational needs, and BBNA's decision to grant, deny or rescind the FWA shall not be subject to arbitration.

d. Eligibility. Employees in their probationary period of a new job and new hires on probation shall not be allowed to participate in a FWA. Employees disciplined within the last twelve (12) months are not allowed to participate in a FWA.

ARTICLE XXXIV—FAMILY AND MEDICAL LEAVE

1. Unless modified by the terms of this Agreement, the provisions of FMLA, if applicable, shall govern.

2. Effective January 1, 2004, the amount of leave available to an FMLA eligible employee shall be determined on a rolling calendar basis, looking at the amount of leave that has been taken in the twelve (12) month (FMLA) period immediately preceding the date requested leave will commence.

3. All paid leave that is applicable to the reasons of the family and medical leave must be used before any unpaid portion of FMLA leave will begin. All such paid leave counts against the time allowable under FMLA.

4. FMLA leave will run concurrently with any BBNA leave of absence.

5. For purposes of this provision:

a. In addition to "family members" as defined in the FMLA, the Publisher will extend FMLA rights to a person with whom the employee has a shared mutual residence in the last year and with whom the employee maintains a committed relationship.

b. Covered leave for a new child shall extend to foster care placement, in addition to the parenting coverage of the FMLA.

ARTICLE XXXV—NO STRIKE OR LOCKOUTS

During the term of this Agreement, there will be no strikes, sympathy strikes, work stoppages, slowdowns or other concerted refusal to perform work, and employees will not refuse to cross any picket line if such refusal would prevent the employee from reporting to work or performing an assignment. BBNA will not implement any lock out of employees during the term of this Agreement.

ARTICLE XXXVI—FULLY BARGAINED

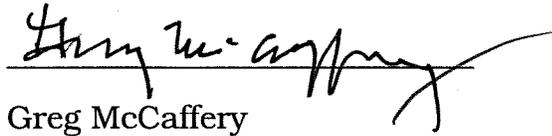
BBNA and the Guild agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours and other terms and conditions of employment for the duration of this Agreement, and that neither BBNA nor the Union is obligated to engage in mid-term bargaining over such matters.

There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both parties.

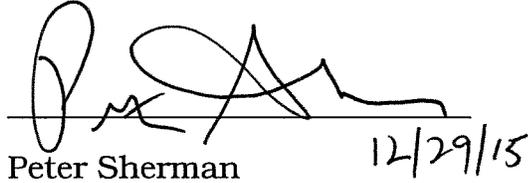
ARTICLE XXXVII—DURATION AND RENEWAL

This Agreement shall be effective as of the date of signing and shall continue in effect through and including February 28, 2019.

Bloomberg BNA

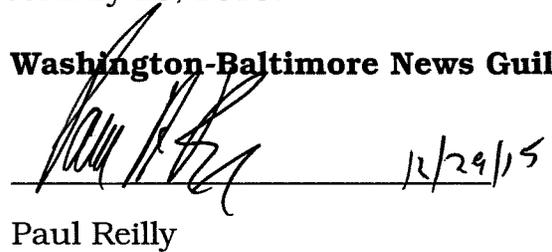


Greg McCaffery

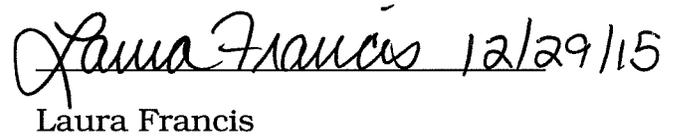

_____ 12/29/15

Peter Sherman

Washington-Baltimore News Guild


_____ 12/29/15

Paul Reilly


_____ 12/29/15

Laura Francis

BBNA Bargaining Committee:

- Dan Fine
- Peter Sherman
- Kevin Wagner
- Paul Connolly
- Audrey Jean
- Brittney Molloy
- Vicky Roberts
- Bob Shew
- Trish Dunn, Chief Negotiator

Guild Bargaining Committee:

- Laura Francis
- Bruce Kaufman
- Steven Cook
- Benjamin J. Cooper
- Gary Diggs
- Catherine Kitchell
- Tammara Madison
- Rachel Martin
- Ken May
- Daren Neuben Jr.
- Rob Tricchinelli
- Rebecca Trinite
- Paul Reilly, Chief Negotiator

APPENDIX A ----- SALARY STRUCTURE

Effective March 1, 2015

	Band A		Band B		Band C		Band D		Max Spread
	From	To	From	To	From	To	From	To	
G01	29,286	32,703	32,703	36,120	36,120	39,537	39,537		35%
	563.20	628.91	628.91	694.61	694.61	760.32	760.32		
G02	32,143	35,893	35,893	39,643	39,643	43,393	43,393		35%
	618.14	690.25	690.25	762.37	762.37	834.48	834.48		
G03	35,527	39,671	39,671	43,816	43,816	47,961	47,961		35%
	683.20	762.91	762.91	842.62	842.62	922.32	922.32		
G04	39,265	43,846	43,846	48,427	48,427	53,007	53,007		35%
	755.09	843.19	843.19	931.28	931.28	1,019.37	1,019.37		
G05	43,406	49,917	49,917	56,428	56,428	62,939	62,939		45%
	834.73	959.94	959.94	1,085.15	1,085.15	1,210.36	1,210.36		
G06	47,969	55,164	55,164	62,359	62,359	69,555	69,555		45%
	922.48	1,060.85	1,060.85	1,199.22	1,199.22	1,337.59	1,337.59		
G07	53,013	60,965	60,965	68,917	68,917	76,869	76,869		45%
	1,019.48	1,172.40	1,172.40	1,325.33	1,325.33	1,478.25	1,478.25		
G08	58,594	67,384	67,384	76,173	76,173	84,962	84,962		45%
	1,126.82	1,295.84	1,295.84	1,464.86	1,464.86	1,633.88	1,633.88		
G09	64,764	76,637	76,637	88,510	88,510	100,384	100,384		55%
	1,245.45	1,473.79	1,473.79	1,702.12	1,702.12	1,930.45	1,930.45		
G10	71,578	84,700	84,700	97,823	97,823	110,945	110,945		55%
	1,376.49	1,628.85	1,628.85	1,881.21	1,881.21	2,133.56	2,133.56		
G11	79,093	96,230	96,230	113,367	113,367	130,504	130,504		65%
	1,521.03	1,850.58	1,850.58	2,180.14	2,180.14	2,509.69	2,509.69		
Annual Increase as % of Salary	4.00%		3.75%		3.50%		2.50%		

APPENDIX A ----- SALARY STRUCTURE

Effective March 1, 2016

	Band A		Band B		Band C		Band D		Min-Max Spread
	From	To	From	To	From	To	From	To	
G01	30,165	33,684	33,684	37,204	37,204	40,723	40,723		35%
	580.08	647.77	647.77	715.46	715.46	783.14	783.14		
G02	33,107	36,970	36,970	40,832	40,832	44,695	44,695		35%
	636.67	710.95	710.95	785.24	785.24	859.52	859.52		
G03	36,593	40,861	40,861	45,130	45,130	49,400	49,400		35%
	703.71	785.79	785.79	867.89	867.89	950.00	950.00		
G04	40,443	45,161	45,161	49,880	49,880	54,597	54,597		35%
	777.74	868.48	868.48	959.24	959.24	1,049.95	1,049.95		
G05	44,708	51,415	51,415	58,121	58,121	64,827	64,827		45%
	859.78	988.74	988.74	1,117.71	1,117.71	1,246.68	1,246.68		
G06	49,408	56,819	56,819	64,230	64,230	71,642	71,642		45%
	950.15	1,092.67	1,092.67	1,235.19	1,235.19	1,377.72	1,377.72		
G07	54,603	62,794	62,794	70,985	70,985	79,175	79,175		45%
	1,050.07	1,207.58	1,207.58	1,365.09	1,365.09	1,522.60	1,522.60		
G08	60,352	69,406	69,406	78,458	78,458	87,511	87,511		45%
	1,160.62	1,334.72	1,334.72	1,508.81	1,508.81	1,682.90	1,682.90		
G09	66,707	78,936	78,936	91,165	91,165	103,396	103,396		55%
	1,282.82	1,518.01	1,518.01	1,753.18	1,753.18	1,988.38	1,988.38		
G10	73,725	87,241	87,241	100,758	100,758	114,273	114,273		55%
	1,417.81	1,677.71	1,677.71	1,937.65	1,937.65	2,197.56	2,197.56		
G11	81,466	99,117	99,117	116,768	116,768	134,419	134,419		65%
	1,566.66	1,906.10	1,906.10	2,245.54	2,245.54	2,584.98	2,584.98		
Increase as % of	4.00%		3.75%		3.50%		2.50%		

APPENDIX A ----- SALARY STRUCTURE

Effective March 1, 2017

	Band A		Band B		Band C		Band D		Min-Max Spread
	From	To	From	To	From	To	From	To	
G01	31,070	34,695	34,695	38,320	38,320	41,945	41,945		35%
	597.48	667.21	667.21	736.92	736.92	806.63	806.63		
G02	34,101	38,079	38,079	42,057	42,057	46,036	46,036		35%
	655.77	732.28	732.28	808.79	808.79	885.31	885.31		
G03	37,690	42,087	42,087	46,484	46,484	50,882	50,882		35%
	724.82	809.36	809.36	893.93	893.93	978.50	978.50		
G04	41,656	46,516	46,516	51,377	51,377	56,235	56,235		35%
	801.07	894.54	894.54	988.01	988.01	1,081.45	1,081.45		
G05	46,049	52,957	52,957	59,864	59,864	66,772	66,772		45%
	885.58	1,018.40	1,018.40	1,151.24	1,151.24	1,284.08	1,284.08		
G06	50,890	58,524	58,524	66,157	66,157	73,791	73,791		45%
	978.65	1,125.45	1,125.45	1,272.24	1,272.24	1,419.06	1,419.06		
G07	56,241	64,678	64,678	73,114	73,114	81,550	81,550		45%
	1,081.57	1,243.81	1,243.81	1,406.04	1,406.04	1,568.28	1,568.28		
G08	62,163	71,488	71,488	80,812	80,812	90,136	90,136		45%
	1,195.43	1,374.76	1,374.76	1,554.08	1,554.08	1,733.38	1,733.38		
G09	68,708	81,305	81,305	93,900	93,900	106,498	106,498		55%
	1,321.30	1,563.55	1,563.55	1,805.77	1,805.77	2,048.04	2,048.04		
G10	75,937	89,858	89,858	103,780	103,780	117,701	117,701		55%
	1,460.34	1,728.04	1,728.04	1,995.78	1,995.78	2,263.48	2,263.48		
G11	83,910	102,091	102,091	120,271	120,271	138,452	138,452		65%
	1,613.65	1,963.28	1,963.28	2,312.90	2,312.90	2,662.53	2,662.53		
Increase as % of	4.00%		3.75%		3.50%		2.50%		

APPENDIX B—EEO Letter of Intent

To: Guild Bargaining Committee

From: BNA Bargaining Committee

Re: Article IX Addendum

BBNA is committed to hiring, promoting and rewarding employees on the basis of talent, ability and dedication. In this regard, BBNA cannot afford to deprive itself of capable people because of discrimination and injustice.

During the term of this agreement the joint standing committee empowered under Article IX of the collective bargaining agreement between BBNA and the Washington-Baltimore Newspaper Guild will explore and make jointly agreed upon recommendations to the Guild and Publisher on specific measures to be taken in furtherance of the foregoing commitment. These recommendations may include measures in the areas of employee recruitment, training, testing and career development.

The EEO Committee will be further empowered to create and appoint joint subcommittees to investigate and make these recommendations.

The Publisher shall establish training programs for the prevention of sexual harassment after receiving recommendations from the EEO Committee.

APPENDIX C—The Bureau of National Affairs, Inc. Employees' Retirement Plan

SUMMARY OF BENEFITS

All employees with at least one year of full-time service or 1,000 hours of part-time service within 12 consecutive months are eligible to participate in the plan. No employee hired after September 1, 2010, may participate in the plan.

The plan is financed entirely by BBNA. The Company contributes from time to time at least the amount needed to maintain the qualified status of the plan under Internal Revenue Service regulations.

The normal retirement benefit at age 65 or beyond is 1.22 percent of the employee's average annual earnings for the best five of the last ten years of employment prior to retirement, multiplied by the number of years of employment. Considered compensation and average annual earnings shall not include severance payments. If an employee's retirement is delayed beyond the year in which he reaches 65, subsequent years of employment are counted in figuring retirement benefits.

The normal retirement date is, in effect, the end of the month or the end of the calendar year in which an employee reaches 65. Alternatively, an employee may retire with normal benefits when his age plus his years of employment add up to 85 or more. Early retirement with reduced benefits is permitted at age 50 with at least 15 years service provided age plus years of service add up to 70 or more. Retirement for disability, with normal benefits, is provided if the disabled employee has reached age 55 or has 20 years of service regardless of age.

In calculating years of employment for purposes of determining retirement benefits, six months will be added to an employee's actual years of employment for every 500 hours of unused sick leave accumulated at the time of retirement. This will apply to all five forms of retirement provided for by the plan: normal retirement, early retirement, special early retirement, disability retirement, and delayed retirement.

In the event a vested employee dies before retirement, a pre-retirement spouse's benefit is provided. The spouse's benefit is 50 percent of the employee's accrued retirement benefit.

Contributions under the BBNA stock bonus and deferred profit-sharing plan, which was discontinued at the end of 1970, are fully vested in employees. "Money Purchase" contributions in the amount of 3 percent of covered payroll, which began in 1971, are vested in employees according to the vesting schedule below. These Money Purchase contributions are no longer made and allocated to separate accounts, after the 1975 contribution. Instead, all

contributions are allocated to the above 1.22 percent per year benefit formula, which remains the controlling benefit formula under the plan.

Rights to benefits are vested in full after five years of service. No benefits are payable to anyone with less than five years of service, unless they are eligible to retire under the normal retirement, delayed retirement, or disability retirement provisions. The actuarial value of the vested benefit will be paid in a lump sum in the calendar quarter following termination of employment for reason other than retirement or death. If the actuarial value exceeds \$3,500, the terminated employee shall have the option of receiving a future, or present pension in lieu of the actuarial value.

A booklet containing the text of BBNA's retirement plan, together with questions and answers on its operation, is available from the Personnel Office. The text of the plan, rather than this summary, controls all rights under the plan.

**APPENDIX D—Side Letter on Retirement Committee Addendum
to Article XVIII**

May 1, 1974

To: Guild Unit Chairperson

From: Bill Beltz

This is to confirm our understanding that the Guild shall nominate one member to serve on the Administrative Committee under the BBNA Employees' Retirement Plan.

APPENDIX E - Annual Performance-Based Bonus Plan

Administration Process

Management shall award a Guild employee a performance bonus at the levels contained in this Appendix pursuant to the below process.

Nothing in this provision shall be construed so as to reduce the funding level or availability of annual salary increases, merit awards or other forms of compensation, as provided under this agreement.

Corporate Performance Plan

- Beginning January 1, 2014, the corporate performance bonus was implemented.
- The corporate performance bonus shall be based on Subscription File Value (SFV) and Non-Subscription Revenues (NSR). SFV is the total annual value of active customer orders at a specified point in time. This financial metric forecasts revenues for the next twelve months. NSR are revenues from the sales of books/surveys/reports, royalties (including on-line and Copyright Clearance Center), conferences, license fees, and consulting/training fees. The Corporate goals will be communicated to employees and the Guild in the first quarter of each calendar year.
 - The minimum annual bonus in 2016, 2017 and 2018 shall be equal to 2% of each employee's base wages in 2016, 2017 and 2018, respectively.
 - If the corporate goals are reached in any of these years, the corporate performance bonus will be 3% of each employee's base wage for such year.
 - The Corporate Performance Bonus shall contain a guaranteed floor for 2016, 2017 and 2018 only, with the guaranteed floor in subsequent years sunseting as of December 31, 2018.
- If the Corporate performance target is met in 2016, 2017 and 2018, the expected average bonus payout (corporate and individual) is 5.5% in each year. Some individuals will receive less, and some will receive more, depending on individual performance.

Corporate Performance Plan (Eligibility)

- Employees shall be eligible for a performance bonus if they are on the payroll from the first working day of the year. Employees who start their employment from the second working day of the year through June 30th shall receive half of the payment.

- New hire probationary employees are not eligible for the Corporate Performance Bonus.

Individual Performance Plan

- Beginning January 1, 2014, an employee incentive plan was implemented that is based on each employee's individual performance.
- Under this component of the Performance-Based Employee Incentive Plan, eligible employees shall be appraised pursuant to the performance review process, and based on a final appraisal shall receive their annual performance awards, if any, each January.

Individual Performance Cycle:

- The employees' annual performance cycle runs from January through December.

Individual Performance Plan (Eligibility):

- Employees shall be eligible for a performance bonus if they are on the payroll from the first working day of the year. Employees who start their employment from the second working day of the year through June 30th shall receive half of the payment.
- New hire probationary employees are not eligible for the Individual Performance Bonus.
- Employee performance must have been rated Satisfactory.

Performance Review and Approval Process:

- To ensure plan effectiveness, supervisors shall meet with eligible employees at least three times each year to review the employee's progress toward meeting the performance-based award under this component. The following are recommended guidelines:
 - No later than March 1, a supervisor should meet with employee to discuss appropriate performance objectives for the employee;
 - No later than August 1, a supervisor should meet with employee to discuss progress toward the objectives for the employee;
 - At least 45 days prior to the employee's annual performance review, the manager and employee will receive copies of the appraisal form to be completed by each and submitted to the HR Representative before the date of the annual performance review and formal performance discussion. The HR Representative will meet with the manager to discuss the evaluation.

- No later than December 1, the supervisor should meet with the employee to discuss the employee's final appraisal. The supervisor will make every effort to provide the evaluation to the employee at least one day before the meeting.
- The final appraisal should be provided to the employee prior to the December 1 meeting. This appraisal should be in writing and include, at minimum, a detailed explanation of the extent of progress an employee made toward achieving their performance objectives and a narrative that describes areas in need of improvement.
- Employees that do not receive an annual performance rating shall receive the bonus that relates to a rating of Exceeds Expectations.
- Results of this appraisal shall not be used to deny an employee the right to apply for a job opening.

Performance Bonus Criteria:

- For 2016, 2017 and 2018, the individual performance bonus maximum shall be 5% of an employee's base salary.
- No performance bonus recommendation will be considered or approved for employees receiving an overall performance rating score of below Satisfactory.

Grievance Process:

- Decisions regarding performance evaluation will be made at the sole discretion of the Publisher and shall not be subject to the provisions of Article XXIV – "Grievance and Arbitration Procedures" of this Agreement.
- In the month of January, Human Resources and the labor-management committee for the Guild will meet for the exclusive purpose of discussing issues related to individual performance evaluations for the prior year.

**APPENDIX F— Memorandum of Understanding On
2016/2017/2018 Individual/Corporate Performance Bonus
Plan**

The Guild and BBNA agree to the following regarding specifics of Appendix E-Annual Performance-Based Bonus Plan.

1. Bonus Payments (both Corporate and Individual) will be paid no later than the last payroll in February in 2017, 2018 and 2019
2. Employees must be actively employed with BBNA on the February payment dates set forth in paragraph 1 above in order to receive the corporate/individual bonus payments.
3. The Year-End Performance Proposal Appraisal discussions between the supervisor and employee will take place from mid-November to mid-January. In calculating the individual score, 'Goals and Objectives' shall count for 70 percent of the score and 'Competencies' 30 percent of the score. A bell curve, such as the sample below, shall be used by BBNA to ensure the individual performances bonuses are distributed across rating categories consistent with this agreement. At least one objective, accounting for at least 25% of the weight for Goals and Objectives, should be tailored to the individual employee's work; it is expected that this would be drafted jointly by the employee and supervisor.

Exceptional-7%

Distinguished-25%

Exceeds Expectations-36%

Satisfactory-25%

Inconsistent-7%

4. The 2016/2017/2018 Individual Performance Pay-Out Scale will be as follows:

Overall Rating Category	Pay-out (% of Salary)
Exceptional	3.1---5.0%
Distinguished	2.6---3.0%
Exceeds Expectations	2.0---2.5%
Satisfactory	1.0%-1.9%
Inconsistent	0%

- The Corporate Performance Bonus will be calculated based on the same financial targets as the corporate performance bonus plan for managers. The expectation for 2016, 2017 and 2018, as in previous years, is that the targets will include two parts, weighted 90% for Subscription File Value and 10% for Non-Subscription Revenue; performance on one element shall not impact performance on the other element.

For 2016, 2017 and 2018, the aggregate target payout for the Guild Corporate Bonus will be 3.0%, with a minimum of 2.0% and a maximum of 4.0%; the percentage of target payout for Guild-covered employees will be the same as the percentage of target payout for managers, except that the minimum percentage for Guild-covered employees will be 66.6% and the maximum percentage will be 133%. An example, based on the 2015 corporate targets, is shown below:

Subscription File Value (90%)				Non-Subscription Revenue (10%)			
Growth	% of		Payout	Growth	% of		Payout
Rate	Target Payout		(% of Salary)	Rate	Target Payout		(% of Salary)
	Mgrs.	Guild	Guild		Mgrs.	Guild	Guild
Less than 1%	25%	66.6%	1.80%	Less than 10%	25%	66.6%	0.20%
1.2%	50%	66.6%	1.80%	12%	50%	66.6%	0.20%
1.4%	65%	66.6%	1.80%	14%	65%	66.6%	0.20%
1.6%	80%	80%	2.16%	16%	80%	80%	0.24%
1.8%	90%	90%	2.43%	18%	90%	90%	0.27%
2.0%	95%	95%	2.57%	22%	95%	95%	0.29%
2.2%	100%	100%	2.70%	24%	100%	100%	0.30%
2.5%	105%	105%	2.84%	26%	105%	105%	0.32%
2.8%	110%	110%	2.97%	28%	110%	110%	0.33%
3.1%	125%	125%	3.38%	30%	120%	120%	0.36%
3.4%	130%	130%	3.51%	32%	140%	133%	0.40%
3.7% +	140%	133%	3.60%	34%+	150%	133%	0.40%

- Employees hired after the first working day of the year and before June 30 in any year, and whose probation has been extended by mutual agreement between the Guild and BBNA, shall be eligible for half the payment under both the corporate performance and individual performance plans, provided they remain actively employed with BBNA through the February payment dates set forth in paragraph 1 above.
- The parties agree that if there are conflicts between this Appendix F MOU and Appendix E, the MOU language rules.

APPENDIX G—Performance Bonus Pilot Program

The Guild and BBNA agree that from time to time meritorious work deserves special financial recognition above and beyond guaranteed annual raises and in addition to any overtime pay that might be due. To that end, the parties established a Performance Bonus Pilot Program under the 2013-16 Agreement, which was intended to provide a fair opportunity for all bargaining unit employees to participate and benefit.

For the term of this Agreement, BBNA will continue the Performance Bonus Program on the following terms:

1. There shall be two categories of performance bonuses: unit wide bonuses, i.e. the Bethesda Customer Retention Program, Index conversion program; and individual “commendation” bonuses.
2. Individual commendation and unit wide bonuses shall be awarded at the discretion of management for one-time meritorious work by an individual or individuals or by a unit, and in amounts that BBNA determines in its discretion. Such bonuses shall not be subject to grievance or arbitration.
3. An employee may be nominated for a bonus by a supervisor or manager or employees may self nominate.
4. All bonuses shall be reported monthly to the Guild.

APPENDIX H—Side Letter on Retirement Benefits for Employees Displaced by a Reduction-in-Force

This is to confirm our agreement that any employee who is eligible for “regular early retirement,” as that term is defined by The BBNA Employees’ Retirement Plan, and who is displaced by a reduction-in-force under the circumstances contemplated in Article XIX, Paragraph 5 of this Agreement shall be entitled to retire early without actuarial reduction of his or her benefit under the Plan.

It is understood by the parties that the manner of achieving the agreement set forth in this side letter shall be consistent with the provisions of the Employee Retirement Income Security Act of 1974.

APPENDIX I—Memorandum of Understanding: Employee Assistance Program

1. Preamble. In recognition that employees occasionally have problems of a personal nature that affect job performance, The Bureau of National Affairs, Inc. (BBNA) and the Washington-Baltimore Newspaper Guild, Local 35 (the Guild) jointly agree to establish an Employee Assistance Program (EAP) under the general terms and conditions set forth in this Memorandum of Understanding. The program will focus on referral of troubled employees based solely on job performance. However, employees with personal problems are encouraged to seek professional help through the EAP on their own at any time.

2. Objectives. The goal of the program is to return once productive employees to a satisfactory level of job performance within a reasonable period of time by providing procedures for the identification, referral, treatment, and rehabilitation of troubled employees. BBNA and the Guild believe that this can be achieved through procedures that deal fairly and effectively with personal problems while maintaining employees' rights of privacy.

3. Structure. (a) BBNA will designate an EAP Administrator, acceptable to the Guild, who will be responsible for the day-to-day operation of the program. The EAP Administrator's duties will include:

3. a) i) Providing information on agencies and institutions available for treatment, including low-cost or free government agencies.

3 a) ii) Maintaining records necessary for operation of the program.

3. a) (iii) Providing information regarding insurance coverage of various treatments.

3. b) The EAP program will be reviewed during the quarterly Joint Discussions provided in Article XXIV of the BBNA-Guild contract. During these discussions, the parties will also explore the development of EAP training and health education programs.

4. Procedures. (a) Employees will be informed of the EAP program through brochures and bulletin board notices. Supervisors and shop stewards may, at their discretion, also advise employees of the program.

4. b) The Administrator will provide interested employees with sufficient information to schedule appointments with a diagnostic and/or treatment facility.

4. c) Any employee who participates in the program and has a health problem will be entitled to all the rights, time off, and other benefits afforded by BBNA to employees who are ill. Employees with other personal problems will be entitled to such specific services, rights, time off, and other benefits as provided in the BBNA-Guild contract.

4. d) Participation in the program will not reflect negatively on any employee nor adversely affect his job security or promotional opportunities.

4. e) Employees' privacy will be respected and maintained. Participation in the program will not appear in the employee's personnel records. Neither BBNA nor the Guild will be told the nature of the employee's problem or treatment unless the employee chooses to provide that information.

5. Term of Agreement. The term of this agreement shall be concurrent with the term of this contract.

APPENDIX J—Emergency Leave

March 1, 2000

This will confirm the understanding of the parties with respect to the use of emergency leave under the collective bargaining agreement effective today. Leave for this purpose includes annual leave, sick leave and personal leave. The Guild acknowledges that emergency leave of any sort creates a greater burden on management and other employees than leave that is properly scheduled. The Guild further acknowledges that management has the right under Article VIII of the agreement to control and to discipline an employee in the event that his emergency leave becomes excessive, provided such discipline is supported by just and sufficient cause. BBNA acknowledges that such right does not extend to preventing the use of available leave on an emergency basis so long as such use is not excessive.

This memorandum confirms the Guild's agreement that BBNA may implement policies and practices designed to avoid the excessive use of emergency leave from work and that these policies may differ from work unit to work unit, based upon the operational needs of those units. The Guild reserves the right to challenge through the grievance and arbitration procedures of the agreement (1) any such policy or practice that is unreasonable, or (2) the discipline of any employee under any such policy or practice that the Guild believes is not supported by just and sufficient cause. However, the treatment of an employee working in a separate work unit under a different policy or practice shall not be evidence that the discipline of an employee for taking excessive emergency leave is without just and sufficient cause.

BBNA acknowledges that sickness, by its very nature, is unplanned and that sick leave due to sickness will often be unscheduled. BBNA agrees that no policy or practice designed to reduce the incidence of emergency leave will result in the discipline of employees solely for the use of unscheduled sick leave, unless that sick leave is used in a pattern demonstrating abuse. The Guild agrees that it will not file a grievance against BBNA alleging deviation from the past application of the word "questionable" in Article XV based solely on an increase in the number of employees asked to provide documentation of the emergency basis for leave.

An employee's use of emergency leave may be excessive even though all such leave results from bona fide emergencies. However, it is not acceptable for an employee to request leave for a false emergency. BBNA may request documentation from employees to verify that the leave taken was for a bona fide emergency.

APPENDIX K—Life Insurance Addendum

A living benefit option shall continue to be available under the group life insurance policy allowing covered employees who furnish medical documentation establishing life expectancies of six months or less to receive advance payment of up to 50% of the life insurance benefit, to a maximum of \$50,000.

APPENDIX L—Health Care Coverage for Domestic Partners

As of May 2, 1994, employees may register domestic partnerships with the Benefits Office and enroll their domestic partners for coverage as their dependents under BBNA's group health program.

APPENDIX M—Bethesda Emergency Backup Child Care

The Publisher shall endeavor to establish emergency backup child-care in Bethesda on the same basis that it is provided in Arlington, VA.

