

Agreement Between

THE BUREAU OF NATIONAL AFFAIRS, INC.

and

WASHINGTON-BALTIMORE NEWSPAPER GUILD

(March 1, 2006 to February 28, 2010)

PREAMBLE

The Washington-Baltimore Newspaper Guild has been the certified bargaining representative of most of BNA's non-supervisory employees for almost as long as BNA has been an independent company.

By setting forth in clear language ever-improving pay and benefits, by helping build an atmosphere of security and fair treatment, and by providing a procedure for the amicable resolution of many job-related problems, the collective bargaining agreements negotiated over the years between BNA and the Guild have contributed much to BNA's impressive growth.

BNA and the Guild subscribe to the principle that those who benefit from the representation services provided by the Guild should contribute their fair share of support for the maintenance of those services.

ARTICLE I—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 Washington, D.C., 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, 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.

ARTICLE II—Probationary, Part-time, Call-in, and Temporary Employees

1. Probationary: During the first three months of employment, an employee shall be deemed to be in probationary status provided he is so notified in writing at time of hiring. Failure to give such advance notice will mean that a new employee is not probationary. At any time during this three-month period, probationary employees may be discharged by the Publisher without challenge by the Guild, except for discharge for reasons as defined in Article IX, Sections 1 and 2. Probation may not be terminated prior to the end of the three-month period to avoid a bump under RIF procedures.
2. Part-time: 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.

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 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 12 months immediately following such reduction in hours. All other benefits of this Agreement shall be based on such employee's current classification.

Part-time employees shall not be employed where, in effect, such employment would eliminate or displace a regular full-time employee; provided, however, that 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. The bumping provisions of Article XIX shall apply in situations involving a reduction in hours required by the Publisher.

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.

A part-time employee who is required to work more than 7.5 hours in any one

day shall be paid overtime at the rate of time and one-half for such hours worked in excess of 7.5 hours.

3. Temporary: Temporary employees are those hired for a specific task, not to exceed nine months, unless the period is extended by mutual agreement of the parties hereto. Temporary vacancies shall be filled in the following order:
- a) employees electing alternative work assignment under Article XIX; b) employees on RIF notice per Article XIX c) employees on the rehire list under Article XIX; d) temporary transfers under Article XXI; e) external hires.

Temporary employees shall not be hired to do the regular work of an employee covered by the terms of this Agreement except in the case of a temporary employee hired to take the place of an employee on leave of absence as provided In Article XVI and XXXII herein, on annual leave, on sick leave, or on temporary transfer within the Company. In the case of maternity leave, leave of absence, or temporary transfer a temporary employee may be employed for the duration of the regular employee's leave.

3. a) Temporary employees may be hired to assist with the startup or shutdown of a publication. The startup or shutdown period shall not exceed nine (9) months, unless the period is extended by mutual agreement of the parties. At the end of the startup or shutdown period, internal temporary transfers may be made permanent in the new position or 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 internal temporary transfer employee in the position.

3. b) A temporary employee who has become, or becomes, a regular employee without a break in service shall have as his or her date of employment his or her hire date as a temporary employee.

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

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.

Membership in the Guild may be terminated by written notice to the Guild by certified mail, return receipt requested, during the last 14 days of February, 2007, 2008, 2009 or 2010 . Termination of membership shall become effective 30 days after the postmark date of the notice.

ARTICLE IV—Checkoff

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 life of the Agreement unless revoked by written notice from the employee to

the Publisher and the Guild, sent by certified mail, return receipt requested, during the last 14 days of February 2007, 2008, 2009 or 2010 . Otherwise, the authorization shall be automatically renewed and irrevocable.

3. The Guild agrees that the final paragraph of the individual authorization for checkoff 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."

ARTICLE V—Union Rights

1. a) On a newly hired employee's first day of orientation, he shall be presented with a copy of this Agreement and he shall be informed that he may consult with his union steward concerning its meaning and application. On a newly hired employee's first day of orientation, the Publisher shall present the new employee with a union card and checkoff authorization, together with a letter jointly authorized by the Publisher and the Guild informing him that he must attend an orientation session to be conducted by representatives of the Guild during working hours on company premises. This letter shall serve as authorization for the employee to attend the session. The time spent at the session shall be regarded by the Publisher as time worked for both the new employee and the Guild representatives.
1. b) Human Resources will inform the Guild of new hires, along with the name of the new employee's supervisor. The Guild will schedule orientation sessions, and notify affected employees and Human Resources of the

time, date, and location of the session. The time spent at the orientation session shall be regarded by the Publisher as time worked for both the new employee and the Guild representative.

2. 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 the number of persons for the Guild set forth in Article XXIV shall participate in formal grievance sessions with the Publisher. The Publisher shall compensate union stewards for reasonable time spent investigating or handling complaints and grievances and attending grievance meetings and arbitration proceedings.
3. The Guild shall be provided by the Publisher at the 25th Street, Crystal City and Rockville facilities with an office to be used for the purpose of administering this Agreement and conducting legitimate union business. Each office shall be appropriately furnished by the Publisher.
4. The Guild shall be provided with bulletin space by the Publisher for the 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.

5. To facilitate communication with employees, the Guild may use the Publisher's Link Lobby, and a suitable common area in Crystal City, during regular business hours up to seven occasions per year and once per week during bargaining. The dates and location within the Link Lobby shall be as agreed between the Publisher and the Guild.

ARTICLE VI—Safety

1. There shall be a BNA Safety Committee, consisting of six members. It shall include three representatives from the Guild appointed by the Unit Chairperson, including one from Rockville. The committee shall monitor the workplace to insure safe working conditions, investigate safety complaints, and make recommendations to the Publisher. The Publisher shall make written response to recommendations within 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.
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 BNA-owned and/or leased property (in downtown DC and in Rockville, MD) and/or that has been formally reported to BNA.

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, BNA 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 BNA 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; 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

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. This includes control, direction, and discipline of the working force except as limited by the terms of this Agreement.

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, race, creed, color, national origin, age, marital or parental status, political belief, or physical or mental disability.
3. In order to insure 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 BNA 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, 2006, 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, 2007 February, 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, 2008, 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, 2009, 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.

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.
4. All salary actions shall be calculated based on current weekly salary, with the resulting new salary rounded to the nearest cent.
5. a). Beginning March 1, 2006, 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	5.50% of current salary
All grades, Band B	4.50% of current salary
All grades, Band C	3.25% of current salary
All grades, Band D	2.25% of current salary

b) Beginning March 1, 2007, 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	5.75% of current salary
All grades, Band B	4.75% of current salary

All grades, Band C	3.50% of current salary
All grades, Band D	2.50% of current salary

b) Beginning March 1, 2008, 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	6.00% of current salary
All grades, Band B	5.00% of current salary
All grades, Band C	3.75% of current salary
All grades, Band D	2.75% of current salary

b) Beginning March 1, 2009, 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	6.00% of current salary
All grades, Band B	5.00% of current salary
All grades, Band C	4.00% of current salary
All grades, Band D	3.00% of current salary

6. The Publisher shall continue to recognize the policy of merit increases in administration of the salary scale for all employees. 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

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employee appraisal form shall be used for merit review and shall be placed in the employee's personnel file. Merit increases for employees in Bands A-C shall be 3% of current salary. Merit increases for employees in Band D shall be 2% of current salary. 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

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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) 5.00% of his/her current annual salary. The employee's anniversary date shall be adjusted to 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.

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 five-day workweek is 37.50 hours. The regular workweek shall be

Monday through Friday.

2. Cash overtime at the rate of time and one-half for hours in excess of 37.50 in

one week shall be paid to all employees whose regular weekly salary is not above the current applicable salary for the current maximum for Band C of Grade 11 In the event that any changes are made in the Fair Labor Standards Act that permit employees to voluntarily opt for compensatory time in lieu of cash overtime, employees who are eligible for cash overtime will be allowed to choose compensatory time. The Publisher and the Guild will bargain in impact on affected employees.

3. The Publisher and the Guild mutually agree that compulsory overtime work shall be avoided wherever feasible. An employee has the right to request excuse from overtime, and this shall be granted unless no other appropriate employee is available.
4. Overtime work shall be distributed and rotated as equally as possible among employees within each department.
5. Any employee required to report to work on an overtime basis on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours overtime pay.
6. Employees not entitled to time and one-half for overtime under the terms of Section 2 above shall be given compensatory time at the rate of time and one-half. Compensatory time off shall be taken no later than the four-week period immediately succeeding the four-week period in which such overtime work was accrued. Compensatory time off shall be taken in units of not less than one working day unless by mutual agreement of the parties some lesser period is determined to be proper.
7. a) The salary of any full-time employee who is required to work between 4

p.m. and 11:59 p.m. shall be increased for that shift by 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 15 percent.

7. 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 assignment. Advance notice is not required in cases of emergency.
7. c) An employee who has worked continuously on any shift for a period of 12 consecutive weeks or more and is assigned by the Publisher to another shift for a period not exceeding six consecutive weeks will be paid at the higher shift differential for such period.
8. All overtime work performed on special projects by employees who are not entitled to time and one-half for overtime under the terms of this Article shall be paid for in cash at time and one-half.
9. Time off with pay on a holiday shall count as time worked for purposes of this article.
10. When an employee who has been absent on paid leave during the regular workweek is requested by the Publisher to work beyond his regular working schedule for that workweek, such paid leave time shall be counted as time worked for overtime purposes.
11. Employees required to travel to and from out-of-town assignments after the regular workday or on scheduled days off shall be given compensatory time off at the rate of time and one-half, provided they have had the overtime and travel arrangements approved in advance. Advance approval shall not be

required if not possible due to circumstances outside of the employee's control.

12. In the event essential employees are required to work when other BNA employees working at the same location are excused with pay for reasons of bad weather, power failure, fire, civil disturbance, or other emergency creating a similar disruption, such essential employees shall be compensated at the rate of time and one-half. Employees who had taken annual leave or personal leave because of the reasons listed in this section shall have such leave reccredited for the period the Publisher has excused employees, provided they would not have been required to work with other essential employees.

ARTICLE XIII—Holidays

1. The following holidays or the days legally observed as such shall be granted, without loss of pay, to all employees except those working for BNA Software or at the Publisher's Rockville facility: 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.

2. The following holidays or the days legally observed as such shall be granted, without loss of pay, to all employees working for BNA Software or at the Publisher's Rockville facility: New Year's Day, Martin Luther King's Birthday, Presidential Inauguration Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, and Christmas, and any additional national holidays recognized by an Act of Congress with the exception of Veterans' Day. A day of mourning declared a national holiday observed by the Federal Government, shall not be granted to all employees as a 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.
3. 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 30 hours per week (80% of full-time schedule) shall be paid 6 hours of holiday pay (80% of 7.5 hours) for all holidays.
4. 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.
5. 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.

6. 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 days in advance of the holiday, except in cases of emergency. Except for Section 6a of this Article, no employee shall be required to work on a listed holiday, however, in the absence of a three-day notice.
6. a) Employees in IT related positions may be required to work on a listed holiday without notice. In such situations those employees may elect to be paid as outlined in Sections 4 and 5 of this Article or have the hours worked credited to their annual leave balance at the same rate.
6. b) Non-IT employees required to work on a listed holiday will be paid in accordance with Sections 4 and 5 of this Article or have the hours worked credited to their annual leave balance at the same rate.
7. 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.
8. 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.

For employees in section 1:

Presidents' Day

Columbus Day

Veterans' Day

For employees in section 2:

Presidents' Day

Columbus Day

Day after Thanksgiving

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

9. 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:
 1. a) Two weeks per year (2.89 hours per pay period) during the first two years of service;
 1. b) Three weeks per year (4.33 hours per pay period) during the third year through fifth year of service;
 1. c) Four weeks per year (5.77 hours per pay period) during the sixth year through fourteenth year of service;
 1. d) Five 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.
3. a) As of December 31 of each year, accumulated annual leave may not exceed two 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	2 weeks
Maximum carryover	7	6	5	4

3. b) Annual balances as of December 31 that are in excess of the maximum described in section 3(a) above shall be credited to the Guild Sick Leave Bank. The Publisher shall maintain its logistical support for the sick leave bank administered by the Guild.
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 three-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 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 the computation of eligibility for FMLA coverage.

ARTICLE XV—Paid Leave: Sick, Parenting, Bereavement, Personal, Voting Time, Parenting

1. Sick leave shall be credited to full-time employees on the basis of one day per four 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.
2. 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.

3. Sick leave may be used for medical and dental appointments, provided the Publisher is given three days' notice of such appointments. When an appointment is necessitated by an emergency, the three-day notice requirement shall be waived.
4. 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.
5. Employees may use their sick leave to care for their sick children.
6. Employees may take up to a total of 15 days of paid leave for parenting purposes within the first 90 days prior to and/or following the expected birth or adoption of their child.
7. Effective January 1, 2004, in any given calendar year period, an employee may take up to ten (10) 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.
8. 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.

9. In addition, each employee shall be allowed up to threedays 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 days; hired on or after May 1 and before September 1 two days; and hired on or after September 1 and before December 1 one day.
10. 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 the amount of time off with pay that is necessary to enable him/her to vote in his/her state of residence. The amount of voting time with pay shall not exceed the time required to assure that the employee has a maximum of four consecutive hours between the opening of the polls in the employee's state of residence and the start of the employee's regular workday or between the end of the employee's regular workday and the closing of the polls in the employee's state of residence whichever would result in the lesser amount of time away from work.
11. 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 the computation for eligibility for FMLA coverage.

ARTICLE XVI—Leave of Absence

1. When good cause exists, an employee who has completed the probationary period, on request, shall be granted a leave of absence without pay for a period of up to six months. An employee granted such leave of absence shall not be eligible for another for twelve months from his return from leave, unless otherwise provided by law. Circumstances constituting good cause for such leave of absence include, but in no way are limited to, the following: those situations granted pursuant to Article XV above, and a death in the family. In special circumstances, all such unpaid leave may be extended by mutual agreement.
2. Leave for Guild business shall be granted to cover (a) 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 life of this Agreement, and such absences shall be limited to one week at a time; and (b) service in an elected or appointed position in the Communications Workers of America and the Guild or an affiliate thereof, or any organization with which the Guild has formal affiliation, such as the AFL-CIO or the National Association for the

Advancement of Colored People. Leave under subparagraph (a) must be requested five (5) days in advance and under subparagraph (b) at least thirty (30) days in advance.

3. A leave of absence shall be granted to any employee who requests such leave to become a candidate for elective public office or to serve in an elective public office.
4. Leaves taken under the provisions of this Article shall not constitute breaks in continuity of service and shall be counted as time worked in computing all benefits provided for by this Agreement except that (a) holiday pay shall not be granted for holidays falling during such leave periods, and (b) in unpaid leaves of more than 30 days' duration, the days in excess of the first 30 days shall not be counted as time worked in computing leave and length of service increases except as required by law or in Article XXVII of this Agreement.
5. During all leaves provided under Articles XV, XVI, and XXXII, of this Agreement, the employer shall maintain premiums on insurance.
6. Upon the conclusion of a leave of absence without pay of no more than six months, the Publisher shall return the employees to their former positions, or in the absence of same, to similar positions. The employee's position shall not be abolished while an employee is on such leave of absence without prior notice to and consultation with the Unit Chairperson. Unless otherwise provided under law, employees on unpaid leave for more than six months who wish to return to work and are able to do so shall not be guaranteed a position, but may bid on 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.

ARTICLE XVII—Health and Welfare

A. For Active Employees

1. Upon completion of one month's employment, full-time and eligible part-time employees of the Publisher 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 provided by the Publisher, in accordance with the terms of such programs as they may from time to time be modified by the Publisher or insurance carriers.
2. 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.
3. Effective January 1, 2004, the annual deductible for non-network care under the PPO medical plan shall be \$375.00 per individual, to a maximum of \$1125.00 per family. The annual out-of-pocket co-payment maximum for non-network care under the PPO medical plan shall be 3% of base salary as of January 1, to a maximum of 6% per family.
4. a) Effective January 1, 2004, the co-payments for prescription drugs at retail pharmacies shall be as follows for a supply of up to 30 days' medication:
 - \$5 Generic medication
 - \$15 Brand name medication when there is no generic equivalent

Deleted:

- \$20 Brand name medication when there is a generic equivalent
4. b) Effective with the third month's supply of a maintenance medication dispensed at a retail pharmacy, the co-payment shall double.
4. c) Effective January 1, 2004, the co-payments for prescription drugs via mail order shall be as follows for a supply of up to 90 days' medication:
- \$10 Generic medication
 - \$25 Brand name medication when there is no generic equivalent
 - \$35 Brand name medication when there is a generic equivalent
4. d) Effective January 1, 2004, the co-payments for an office visit to a network provider under the PPO medical plan shall be \$15.
4. e) Effective January 1, 2004, the co-payments for network dental care shall be 20%. Effective January 1, 2004, the employee deductible for all non-network dental care under the dental plan shall be \$250.00 per individual. The employee co-payment for non-network dental care other than orthodontia (that is, Types B and C, but not D) shall be 25%.
5. Eligible part-time employees hired on or before June 1, 1988, and eligible part-time employees hired after June 1, 1988, who are regularly scheduled to work at least 30 hours per week are not required to pay premiums for dependent coverage. Eligible part-timers hired after June 1, 1988, who elect family coverage will be required to pay 50% of the difference between the employee-only and family premiums.

B. For Retirees

1. 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.

2. The terms and conditions for retiree participation in the health benefits that are provided to employees shall be as follows:

2. 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, BNA 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 + 10), with the retiree paying a balance until the retiree is enrolled for Medicare. Also thereafter, BNA shall pay a percentage of the premium for the coverage of dependants, calculated as (retiree's age at retirement + retiree's years of service at retirement + 10) to a maximum of 90 percent, with the retiree paying the balance. Once the retiree is enrolled for Medicare, BNA shall pay the full premium for the retiree's coverage. Once all covered dependents are enrolled for Medicare, BNA shall pay the full premium for their coverage.

2. b. For those who retire under the Regular Early (55/15) option or the Special Early (Rule of 85) option of the retirement plan, BNA 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 + 10), with the retiree paying the balance until the retiree is enrolled for Medicare. Also thereafter, BNA shall pay a percentage of the premium for the coverage of covered dependants, calculated as (retiree's age at retirement + retiree's years of service at retirement + 10) to a maximum of 90 percent, with the retiree paying the balance. Once the retiree is enrolled for Medicare, BNA shall pay the full premium of the retiree's coverage. Once all covered dependants are enrolled for Medicare, BNA shall pay the full premium for their coverage.

2. c. For those who retire until the Normal/Delayed option of the retirement plan and who have at least 10 years of service at retirement , BNA shall pay a percentage of the premiums for the retiree's coverage, calculated as (retiree's

age at retirement + retiree's years of service at retirement + 10), with the retiree paying the balance until the retiree is enrolled for Medicare. Also thereafter, BNA 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 + 10) to a maximum of 90 percent, with the retiree paying the balance. Once the retiree is enrolled for Medicare, BNA shall pay the full premium for the retiree's coverage. Once all covered dependants are enrolled for Medicare, BNA shall pay the full premium for their coverage.

2. 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.

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

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

2. g. Deductibles and co-payments applicable to active employees and their dependents will continue to be applicable to retirees and their dependents. Copayments 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.

2. h. Retirees and dependents who are eligible for Medicare must enroll for Medicare in order to receive the benefits set out in 1. above.

2. i. Employees may elect, at their option, to decline coverage under the Publisher's Health and Hospitalization, Vision and Prescription Drug insurance and instead enroll in one of the health maintenance organizations offered. The Publisher will pay the premium for health maintenance organization coverage, but this payment shall not exceed the

amount the Publisher would pay for health insurance coverage the employee would be entitled to under the Publisher's health insurance plan.

2. j. 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.

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

2. l. In the event that any government-mandated health insurance program is enacted to provide health, medical, hospitalization, mental health, dental, vision care, prescription drug, or other benefits similar in nature or purpose to those covered by this Article, there shall be no duplication of government-mandated health benefits under the BNA group health insurance program. The BNA-Guild Joint Health Care Committee will meet for the purpose of reviewing the impact of such legislation on the provision of health and welfare benefits. The parties will negotiate such changes as may be required by law. In the event that such legislation has the effect of reducing the Publisher's contribution below that in effect immediately before the effective date of such legislation, the amount of such reduction shall be used for other supplemental health care benefits or insurance, or salary increases as negotiated by the parties.

ARTICLE XVIII—Pensions

1. The Publisher shall continue in effect the BNA 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. An employee who is no more than 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 BNA Employees' Retirement Plan may elect to phase into retirement. Upon three 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 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.

ARTICLE XIX—Job Security

1. There shall be no dismissals as a result of putting this Agreement into effect. At such time as the company reports a net loss in its consolidated income statement in a quarterly or annual report to shareholders, the union shall receive a comprehensive briefing, and the parties shall meet for the purpose

of discussing the company's financial status. For the term of this contract, the Publisher will make every reasonable effort not to lay off any employee whose job has been eliminated due to the implementation of the Business Systems Plan or the Publishing Systems Plan.

2. There shall be no discharge except for just and sufficient cause and after definite written warning to the employee and the Unit Chairperson within the preceding 12 months. Whenever a written warning is issued to an employee, a copy of such notice shall be sent to the Unit Chairperson. Warnings or disciplinary letters in an employee's personnel file that are more than one year old on the date a file is reviewed for any reason shall be removed from the file. However, they will be retained as part of a separate record for three years from the date issued in the event they are needed to meet the just and sufficient cause standard required by Sections 3 and 4 of this Article.

Warning letters issued prior to March 1, 1986 shall not be used to support any disciplinary action taken more than one year after the letter was issued.

3. Dismissals to reduce the force shall require at least two months' advance notice to the affected employee(s) and to the Unit Chairperson. The notice to the Unit Chair shall be in writing. Other dismissals for just and sufficient cause shall require at least two weeks' written notice upon both the Unit Chairperson and the employee. Such written notice shall state the reason for the dismissal and recite the prior written warning(s) issued the employee and the failure of the employee to correct his or her behavior. Advance notice is waived in cases of discharge for gross misconduct. The company shall justify such discharges by proof beyond a reasonable doubt.

4. Disciplinary suspensions shall be for just and sufficient cause.
5. In the event of a reduction-in-force, the Unit Chairperson and affected employees shall be notified of the need for dismissals when such need is determined, and shall be advised of the 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 within 10 days of the notice the Publisher and the Guild will meet to discuss alternatives to a reduction-in-force. If no alternative is agreed to, the following procedures shall apply:
 5. a) The employee occupying the position subject to RIF shall be given the opportunity to accept the RIF prior to the consideration of another employee's interest in voluntary resignation. If the affected employee does not accept the RIF, the Publisher shall accept voluntary resignations from employees in the classifications affected in the section in which the reduction in force is occurring. Such employees shall be paid the amount of severance pay provided by Article XXIII, Section 1, in a lump sum. If more voluntary resignations than needed are offered, resignations shall be accepted in order from the most senior employees.
 5. b) Company-wide Voluntary RIF Resignations
 5. b)1. In the event there are insufficient voluntary resignations in the section in which the reduction in force is occurring, the Publisher may accept voluntary resignations on a company-wide basis as described in this section. In no event will the employee(s) subject to the RIF (Section 5) be RIFed where the number of voluntary resignations accepted pursuant to Sections 5(a) and

5(b) equal or exceed the number of employees identified in the notice to the Unit Chair (Section 5).

5. b)2. Any employee who is interested in resigning voluntarily when the employer has determined that a reduction in force is necessary may identify his or her interest in voluntary resignation by placing his or her name on a Voluntary Resignation list: a) By identifying his or her interest in voluntary resignation to Human Resources in advance and receiving written confirmation of the fact that his or her name is on the list or (b) by sending written notice by certified mail to Human Resources.
5. b)3. Such information shall remain confidential except as needed to implement voluntary resignation procedures, and no employee shall be discriminated against in any way as a consequence of placing his or her name on the Voluntary Resignation list.
5. b)4. An employee who places his or her name on the Voluntary Resignation list retains the right to remove his or her name from the list except as limited by Section 5, below. An employee may remove his or her name from the list by a) personally delivering written notice to Human Resources and receiving written confirmation of such notice or b) sending written notice by certified mail to Human Resources.
5. b)5. In the event the Publisher notifies an employee on the Voluntary Resignation list of its acceptance of his or her voluntary resignation, the employee shall have two (2) full working days to revoke resignation. After two (2) full days, the resignation shall be considered irrevocable.
5. b)6. The Publisher shall have full discretion to accept or decline resignation

from any employee on the Voluntary Resignation list.

5. b)7. Employees subject to voluntary resignation pursuant to this article shall have their resignation effective no later than the effective date of the planned reduction in force.
5. b)8. Employees accepting voluntary resignation pursuant to this section shall receive severance benefits pursuant to Article XXIII, Section 1. Such employees shall not be placed on the rehire list.
5. c) If an insufficient number of voluntary resignations are offered, the Publisher shall use its best efforts to place affected employees in other jobs, at the same grade, for which they appear to be qualified, including temporary positions. The posting requirements of Article XX, Section 2, shall be waived. The Publisher shall then use its best efforts to place affected employees in other jobs, in a lower grade, for which they appear to be qualified, including temporary positions. The posting requirements of Article XX, Section 2, shall be waived. The Publisher shall notify in writing the affected employee of jobs for which the employee appears to be qualified. If an insufficient number of other jobs is available, the most senior of those in jeopardy of dismissal shall be placed first, provided the affected employees are relatively equally qualified for the available job(s). No employee shall be required to accept a position offered by the Publisher under this section. An employee accepting a transfer to a temporary position shall receive all RIF benefits at the time the temporary position expires.
5. d) Remaining dismissals, if any, shall be made in inverse order of seniority,

where competence and ability are relatively equal, provided that such dismissals do not have a substantial adverse impact on minority employees in the affected classifications. Two weeks prior to the actual dismissals, written notice shall be given to the employee(s) to be dismissed and the Unit Chairperson. This notice shall include a description of bumping and rehire rights.

5. e) During this two-week period of notice, an employee notified of dismissal pursuant to paragraph 5(d) above may elect to bump into a position which he or she previously had performed satisfactorily, provided the employee displaced has fewer years of service with the Publisher than the bumping employee, or into a position in the same or lower job grade which is vacant or occupied by a less senior probationary employee provided he or she meets the minimum qualifications for the job. Any non-probationary employee displaced by bumping has similar bumping rights, or may elect to resign and take severance pay provided by Article XXIII, Section 1. An employee who exercises bumping rights or accepts placement in another position which is no more than two grades lower than his or her previous grade level shall suffer no reduction in pay for six months.

At the end of six months, the employee shall be reassigned to the new grade and band as follows:

5. e) i) If the employee was in Band A, B, or C of his/her prior grade, his/her salary shall not change and he/she shall be assigned to the band of his/her new grade that corresponds to his/her salary.
5. e) ii) If the employee was in Band D of his/her prior grade, his/her salary

shall be reduced from (minimum of Band D of prior grade + amount over minimum of Band D of prior grade) to (minimum of Band D of new grade + amount over minimum of Band D of prior grade). He/she then shall be assigned to the band of his/her new grade that corresponds to his/her salary.

However, an employee who exercises bumping rights or accepts placement in another job title which is more than two (2) grades lower than his or her prior grade level shall suffer no reduction in pay for twelve (12) months.

At the end of twelve months, the employee shall be reassigned to the new grade and band as follows:

5. e)iii) If the employee was in Band A, B, or C of his/her prior grade, his/her salary shall not change and he/she shall be assigned to the band of his/her new grade that corresponds to his/her salary.
5. e)iv) If the employee was in Band D of his/her prior grade, his/her salary shall be reduced from (minimum of Band D of prior grade + amount over minimum of Band D of prior grade) to (minimum of Band D of new grade + amount over minimum of Band D of prior grade). He/she then shall be assigned to the band of his/her new grade that corresponds to his/her salary.
5. f) An employee who is placed by the Publisher pursuant to paragraph 5(c) above or who bumps pursuant to paragraph 5(e) above shall not be on probation in his new position if the new job requires similar skill and ability as the job rified from or if he has previously performed the job satisfactorily.
5. g)An employee who is on probation in his new position (including an

employee who successfully bids on a job following notice of a reduction-in-force affecting his classification) and has not displaced another employee to obtain his new position shall be entitled to severance pay at the rate provided in Article XXIII, Section 1, if he does not pass probation.

Notwithstanding Article XXIII, Section 1, for purposes of this paragraph, a week's pay of severance shall be based on the latest rate of pay received in the position he held when notified of the reduction-in-force.

5. h) An employee who has bumped pursuant to paragraph 5(e) above, displacing another employee, and is on probation in his new position shall be entitled to severance pay at the rate provided in Article XXIII, Section 2, if he does not pass probation.
5. i) An employee notified of dismissal pursuant to paragraph 5(e) above who does not obtain another position with the publisher shall be dismissed with severance pay in accordance with Article XXIII, Section 1, and shall be granted, upon request, the rehire rights contained in Section 6 below, unless the Publisher determines that the employee has unreasonably failed to pursue placement during the notice period. Dismissed employees on the rehire list may elect alternative work assignments pursuant to Section 13 of this Article. Employees working on alternative work assignments shall be designated as call-back employees, but shall retain the rights of a dismissed employee on the rehire list.
6. Employees who have completed their probationary period and who are terminated pursuant to paragraphs 5 (d) and 5 (e) above shall have the right to be placed on a rehiring list by notifying Human Resources prior to the final

day of employment. The Publisher shall fill all vacancies, including temporary positions under Article II, with persons on the list who previously have performed satisfactorily in the order of length of service with the company provided the duties of the vacant position are substantially similar to the position in which the employee served. Where different skills and abilities are required in the vacant position, employees shall have the right to demonstrate the requisite skill and ability. These rights shall be governed by the following conditions:

6. a) An employee, upon termination, shall be notified by the Publisher of his or her right to file with the Publisher a request for rehire, specifying therein the classifications in which he is willing to accept reemployment. The employee may revise his rehire application at any time.
6. b) For a period of two years following the date of termination, the Publisher shall notify such employee in writing of any vacancy coming within the terms of the application on file with the Publisher at the same time such opening occurs. Notice to the employee shall be effective when mailed by first class mail to the last address for such notification provided by the employee in writing. An employee must contact the Publisher's Employment Office concerning the vacancy within five working days from the effective date of the notice. The Publisher may post the job as of the date of the notice to the employee. During this two-week period of notice, an employee notified of dismissal pursuant to paragraph 5(d) above may elect to bump into a position which he or she previously had performed satisfactorily, provided the employee displaced has fewer years of service

with the Publisher than the bumping employee, or into a position in the same or lower job grade which is vacant or occupied by a less senior probationary employee provided he or she meets the minimum qualifications for the job. Any non-probationary employee displaced by bumping has similar bumping rights, or may elect to resign and take severance pay provided by Article XXIII, Section 1. An employee who exercises bumping rights or accepts placement in another position which is no more than two grades lower than his or her previous grade level shall suffer no reduction in pay for six months.

At the end of six months, the employee shall be reassigned to the new grade and band as follows:

6. b) i) If the employee was in Band A,B, or C of his/her prior grade, his/her salary shall not change and he/she shall be assigned to the band of his/her new grade that corresponds to his/her salary.
6. b) ii) If the employee was in Band D of his/her prior grade, his/her salary shall be reduced from (minimum of Band D of prior grade + amount over minimum of Band D or prior grade) to (minimum of Band D of new grade + amount over minimum of Band D or prior grade). He/she then shall be assigned to the band of his/her new grade that corresponds to his/her salary. However, an employee who exercises bumping rights or accepts placement in another job title which is more than two (2) grades lower than his or her prior grade level shall suffer no reduction in pay for twelve (12) months.

At the end of twelve months, the employee shall be reassigned to the new

grade and band as follows:

6. b)iii) If the employee was in Band A, B, or C of his/her prior grade, his/her salary shall not change and he/she shall be assigned to the band of his/her new grade that corresponds to his/her salary.
6. b)iv) If the employee was in Band D of his/her prior grade, his/her salary shall be reduced from (minimum of Band D of prior grade + amount over minimum of Band D of prior grade) to (minimum of Band D of new grade + amount over minimum of Band D of prior grade). He/she then shall be assigned to the band of his/her new grade that corresponds to his/her salary.
6. c)In the event the employee contacts the Employment Office within a thirty calendar day period from the effective date of the notice and the job has not been filled, he shall have the same right to the job as if he had contacted the Employment Office within five calendar days. If the employee contacts the Employment Office within thirty calendar days and the job has been filled, he shall remain on the rehire list. If the employee does not contact the Employment Office within thirty calendar days he will have failed to respond to the Employment Office within the required time.
6. d)In the event the employee fails to respond to the Employment Office within the required time, or unreasonably fails to pursue the process determined by the Publisher for qualifying for the job, or, declines a position when offered in writing, the Publisher shall remove him from the rehire list and pay the balance of his severance in a lump sum.
6. e)In the event that the Publisher declines to fill the vacancy from the file for

rehiring, a representative thereof shall discuss the matter with the Unit Chairperson or the grievance committee of the Unit. The only reason for refusal to fill the position from the rehire list, other than those mentioned in the preceding paragraph, shall be competence and ability.

6. f) An employee who accepts a job from the rehire list will be on probation in his new position, in accordance with Article II, Section 1, unless his or her new job requires similar skill and ability as the job rified from. If he fails to pass probation, and if additional severance is due from the original reduction-in-force, the balance of severance due will be paid in a lump sum.
7. Employees who are terminated pursuant to paragraphs 5(d) and 5(e) above who have not been offered other positions within two pay grades of their former position by the Publisher and who exercise their right under COBRA to continue their coverage under the BNA group health program following termination may choose to have their monthly COBRA premiums waived, at the rate of one month for each year of continuous employment or part thereof, up to a maximum of 6 months or until they are no longer eligible to continue coverage under COBRA, whichever comes first.
8. The Publisher shall give at least three months' written notice to the Unit Chairperson of intent to introduce new or modified equipment, machines, or machine-related methods that will eliminate existing positions, or alter job content of existing positions so as to require substantially different skills. The parties will discuss the timing and procedures for the introduction of such new or modified equipment, machines, or machine-related methods insofar

as they will have an impact upon wages, hours, or working conditions of employees.

9. If the position of a full-time employee is eliminated or threatened due to the introduction of new or modified equipment, machines, methods, or processes, such employee shall be given the opportunity to receive reasonable training at the Publisher's expense in order to qualify for a new job that may be created or for an opening that results from normal turnover. When new equipment, methods, or processes are introduced in a section, the Publisher shall endeavor to insure that all interested employees in the section whose class of jobs would be affected receive training so that they may qualify for new positions or changed jobs.
10. Before an employee is required to appear at an interview that might result in serious disciplinary action, including but not limited to suspensions and discharge, he shall be advised of his right to have a union representative present.
11. Upon request, BNA will provide to terminating employees information on options available under the, BNA Employees' Retirement Plan, Stock Purchase and Transfer Plan, BNA 401(k) Plan, health and life insurance plans, and BNA's profit sharing plan.
12. Employees electing to be placed on the re-hire list shall have access to Company provided in-house training on a space available basis.
13. In order to assure continued employment wherever possible, employees affected by a reduction in force (Section 5) who are not placed in new permanent positions by the end of their notice period (Section 5e) may elect

to be assigned alternative work assignments by the Publisher for work for which they appear qualified. Such assignments will be of a non-intermittent nature. An employee electing this option shall

13. a) Be compensated in accordance with Section 5 (d) of this Article.

13. b) Retain the option to voluntarily resign at any time, receive severance (Article XXIII, Section 1) based on the employee's rate of pay at the time of the notice of RIF in Section 5 of this Article, and be placed on the re-hire list.

If there are no assignments available for which the employee appears qualified, the employee shall be dismissed with severance pay pursuant to this Article and Article XXIII Section 1.

ARTICLE XX—Job Openings and Advancement

1. The Publisher shall continue the present policy of promotion from within. The Publisher reserves the right, however, to recruit nonemployees for jobs where such persons have qualifications acquired by specialized training to fill the particular needs of the Publisher.

2. When an opening occurs in any job covered by this Agreement, or when a new job is created within the coverage of this Agreement, and the job is not filled by an employee within the same section, the job shall be posted for a minimum of five working days on various company bulletin boards and the online posting bulletin board. Late bids will not be accepted beyond 30 days from the first day of posting. The notice shall specify the classification of the job, the section 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.

Each employee who has completed six months of BNA employment and is not otherwise in a probationary period shall have the right to apply for any posted job in a higher classification and shall be considered by the Publisher as an applicant for such job. Where no employee with at least six months of BNA employment and not otherwise in a probationary period applies for such job, the Publisher will accept and consider applications of employees with less than six months of BNA 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.

The Publisher shall select the best candidate among those employees applying based on their qualifications and ability, provided one or more has the necessary qualifications and ability. Seniority shall be one factor considered, but shall not be given greater weight than other job-related factors. If no employee applicant has the necessary qualifications and ability, the job may be offered to nonemployees.

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 salary to the minimum of the new grade or (b) 5.0% of his/her current annual salary. The employee's anniversary date shall be adjusted to 12 months from the date of the promotion.

The Publisher may consider an application for a lateral transfer, or a transfer to

a lower-rated job. Such consideration shall be discretionary with the Publisher, except that an employee who has reached Band C of his grade level shall have the right to bid for an opening on the same grade level if (a) he regards the vacancy as an opportunity for job enrichment or personal advancement, and (b) he has not bid successfully for any other job opening during the previous one-year period. An employee who exercises a successful lateral bid pursuant to this exception shall be barred from bidding for any other job for a one-year period.

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. The notice shall inform the bidder of his right to utilize the Grievance Procedure of Article XXIV if he is dissatisfied with the rejection of the bid. Upon request of the Unit Chairperson, the Publisher shall make available to the Unit 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.

A successful job bidder shall be deemed to be in a probationary status for a period not to exceed three 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. In the event of such return, any other employee who has been transferred or promoted as a result of the bid likewise shall be returned to his former job, and any new employee, still in probationary status, shall be terminated unless he can be placed in another position.

Jobs for which specialized talent or background are required may not be filled from the outside during the posting period and the subsequent time necessary for consideration and evaluation by the Publisher of all applicants.

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.

The Publisher shall establish no fewer than three 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 minimum qualifications for these positions will not include any experience component (although experience will not be precluded from consideration), but will assume a minimum of training, skills, and/or ability. The trainee shall be promoted when 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. Notice of junior level or trainee positions will be subject to the provisions of Article XXI, section 5.

3. 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.

4. Where writing samples are used as part of the testing procedure 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 non-objective job requirements.

5. There shall be a joint committee to review 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 least quarterly to ensure that there is a rational relationship between a test and the skills required for the job.

Two weeks prior to each meeting of the joint committee, Personnel shall provide the Guild a list of all new tests used since the last meeting. The Guild may select six tests for review. The committee members shall treat the tests as confidential.

6. Employees shall have access to BNA 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 every reasonable effort to provide training to employees for new skills and equipment as soon as practicable.

7. BNA 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.

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) 5.0% of his/her current weekly salary. 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 12 months following their relocation shall be reimbursed by the Publisher for the reasonable costs of moving their household goods.
5. 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.

5. a) Temporary positions may arise from time to time in the start up phase of a new publication or the shut down phase of an existing publication. These positions shall be posted as "temporary". BNA employees may voluntarily accept these positions as a temporary transfer.
- 5 b) BNA employees accepting such positions may be made regular in the new position or returned to the position occupied before transfer, pursuant to Article II Section 3a.

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). 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 Section 5 of Article XIX, or due to new technology, as described in Sections 8 and 9 of Article XIX, an employee of the Publisher shall receive severance pay at the rate of one week's pay for each three months of continuous employment or part thereof, up to 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, and Article XIX, paragraph 5(f).

Employees who are terminated under Article XIX, paragraph 5 (d) 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 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 week's pay for each six 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. Any dispute arising from the interpretation or application of this Agreement shall be taken up through the following grievance procedure:

Step I: The matter shall be discussed by the supervisor and the shop steward and no more than two of the following: the grievant, the Unit Chairperson, one of the members of the Unit Grievance Committee, or one non-employee representative of the Guild, at a mutually convenient time, within 12 working days of the discovery by the grievant of the alleged grievance. The supervisor may bring a member of the Publisher's Labor Relations office. As to grievances potentially arising under Article IX, section 2 of the Agreement, the grievant will have an additional 22 working days to discuss the matter with the Manager, EEO and Diversity.

Step II: If not adjusted to the satisfaction of the parties, the Unit Grievance Committee shall reduce the grievance to writing, and within five working days of the completion of Step I above, submit the grievance, along with a request for a grievance meeting, to the Labor Relations office of the Publisher, which shall convene a meeting within twelve working days of receipt of the grievance. The direct manager of the supervisor hearing the Step I grievance shall attend the Step II meeting. That manager may have present a representative from the

Labor Relations office. The grievant may attend the Step II meeting but no more than three persons for the Guild, including the grievant, shall attend. The Publisher shall answer the grievance, in writing, within 10 working days of the Step II meeting with the Guild.

Step III: If still not adjusted to the satisfaction of the parties, the Grievance Committee shall, within 5 working days of the Publisher's response in Step II above, inform the Labor Relations office of the Publisher that a meeting is requested. A meeting to discuss the grievance shall be convened within twelve working days of receipt of the grievance. Under no circumstances shall the grievant attend this Step III meeting, whether or not Steps I and II have been waived. No more than three persons shall attend for the Guild. The Publisher will furnish the Unit Grievance Committee with a written response to the grievance within 10 working days of the Step III meeting.

2. At the Unit's option, the Guild may forgo use of either or both Step I and Step II and proceed with Step III. In such event the Guild shall give the Labor Relations office of the Publisher written notice of its desire to proceed with Step III within 14 working days of the discovery of the alleged grievance (if the Guild forgoes both Step I and Step II) or within 10 working days of the completion of Step I (if the Guild forgoes Step II only).
3. The Labor Relations office of the Publisher agrees to meet with the Unit Chairperson or Grievance Committee within five working days after receipt of notice of such meeting. All efforts shall be made for prompt adjustment of any matter brought up under the grievance procedure.
3. a) All grievances shall be clearly identified as to the step that the grievance is

being filed.

4. By mutual agreement, time limits in each step of the above procedure may be extended.
5. If the above steps do not result in resolution and the Guild decides to pursue arbitration, the Guild shall, within 20 working days of receipt of the Publisher's written statement of its final position on the Grievance (Step III), notify the Labor Relations office of the Publisher of its intent to invoke arbitration to be conducted by an arbitrator selected by agreement of the parties. If no agreement is reached on the selection of an arbitrator, or on a procedure for the selection of an arbitrator, within three working days of receipt of the notice from the Guild to the Publisher invoking arbitration, the parties immediately shall request the American Arbitration Association to initiate its procedures for assisting the parties in the prompt selection of an arbitrator.

Upon submission of any matter to arbitration under this Article, the Publisher and the Guild shall endeavor to utilize all possible means to expedite the hearing and the rendering of the arbitrator's opinion and award, including, upon mutual agreement of the Publisher and the Guild at the close of the hearing, the waiver of briefs and a joint request that the arbitrator render an oral opinion and award not later than the close of the next business day. Absent mutual agreement for an expedited arbitral decision, the arbitrator shall, within 30 days following the submission of briefs, issue a written opinion and award. In either case, the arbitrator's decision shall be final and binding on both parties; and the arbitrator's fee shall be shared equally by the parties.

6. The Publisher agrees to consult at appropriate times as outlined above with the Guild regarding differences arising out of working conditions or out of matters not covered by company policy and not covered by the terms of this Agreement.

7. The intent and purpose of this paragraph is to preserve and promote harmonious relationships and cooperation between the Publisher, the Guild, and the Employees.

In order to further the cooperative efforts of the Publisher and the Guild at least one meeting will be held, on a mutually agreed-upon day, in each quarter of each contract year. Said meeting shall be set aside for the purpose of members of Management and the Guild to have the opportunity to discuss and review areas of general concern (excluding specific grievances) as might be beneficial to both parties.

Representatives of the parties will be as follows:

Publisher's Representatives: Director of Labor Relations, Personnel Officer, and any other representatives the Publisher deems necessary.

Guild Representatives: a representative of the Local Union, the Unit Chairperson, and any other representatives the Guild deems necessary to complement their committee to be the same in number as Publisher representatives present.

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 (if other than those in

the positions or offices specified above).

ARTICLE XXV—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 XXVI—Outside Activities

Employees have the right to engage in writing for other publications or to engage in other outside activities, provided that (a) such employment does not interfere with performance of the employee's work for the Publisher or jeopardize the Publisher's position, (b) such other publications do not directly compete with the Publisher, and (c) no employee shall exploit his employment status with the Publisher in connection with such outside writing or activities.

ARTICLE XXVII—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 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 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 XXVIII—Court Duty

A full-time employee who is required to serve on jury duty or who is required subpoena to serve as a witness in a court of law shall be paid his regular BNA 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.

Absence under this article shall not be charged against annual leave.

The provisions of this Article shall apply to regular part-time employees where the period of court service conflicts with scheduled working time.

This Article shall not apply to court proceedings in which the employee is an interested party.

ARTICLE XXIX—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 \$9.00 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.
3. The Publisher shall provide free parking for all employees working at the Publisher's Rockville facility.
4. All regular full-time employees working in the Downtown and Rockville 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: effective July 1, 2006, \$75 per month toward public transportation costs; \$65 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.
6. Essential employees required to work under the conditions specified in Article

XII, Section 11, 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 XXX—Tuition Aid

The Publisher agrees to continue in effect the present tuition aid plan, which was established for the purpose of giving financial assistance to eligible BNA 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 BNA.

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

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 BNA and taken during non-working hours.

Applications should be submitted to the Training Office 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 XXXI—Work and Family

1. 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 members from the Guild, appointed by the Unit Chairperson, and four members from management. Reasonable and necessary costs for such exploration will be paid by the Publisher.
2. 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. 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. 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 BNA in appropriate work environments and individual situations where such flexibility will not conflict with the needs of the business. Requests for FWAs shall not be unreasonably denied.
 - a. FWAs may be granted on a unit or individual basis.

b. BNA will consider the request of any employee to work an alternative work schedule. 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.

c. Employees in their probationary period of a new job, at the discretion of their manager, may be allowed to participate in Flexible Work Arrangements. New hires on probation shall not be allowed to participate in a FWA.

d. Employees disciplined within the last twelve (12) months, at the discretion of their manager, may be allowed to participate in a FWA.

Telecommuting days are considered the same as workdays.

e. Telecommuting employees must be available to their supervisor by phone, email, or other agreed to electronic medium. Telecommuters are required to check their voicemail and/or email at intervals to be determined by their supervisor and to respond to messages in a timely fashion. All telecommuters are expected to be at their approved work sites and performing work tasks during their regularly scheduled work hours. Employees shall provide their supervisors an accounting of their time when they work from home or another remote location. They shall allocate their time to various projects or assignments as agreed to by their supervisor, and report back to their supervisor per the supervisor's instructions.

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 it is the responsibility of the employee to ensure a proper work environment is maintained. Telecommuting is not a substitute for dependent care, and telecommuters must make regular dependent care arrangements. 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.

The Publisher will provide training to managers on FWAs, including on structuring and facilitating FWAs in their departments.

Management reserves the right, at its discretion, to discontinue FWAs on an individual or group basis at any time upon two weeks' notice due to unforeseen circumstances or problems that make the plan unworkable.

ARTICLE XXXII—Family and Medical Leave

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

Effective January 1, 2004, the amount of leave available to an FMLA or DC/FMLA eligible employee shall be determined on a rolling calendar basis, looking at the amount of leave that has been taken in the 12 month (FMLA) period or the 24 month (DC/FMLA) period immediately preceding the date requested leave will commence.

Any paid leave provided by the Company that the employee elects to use for family or medical leave shall count against the time allowable under FMLA.

FMLA leave will run concurrently with any BNA leave of absence.

ARTICLE XXXIII—Struck Work

Employees shall not be required to handle struck work in the sense of performing work for another publisher against whom the Guild is on strike.

“Struck work” shall not be deemed to cover (a) informational material supplied for publication by the Publisher by an employer against whom the Guild or any other union is on strike or (b) publications or services sold to an employer, as a client

of the Publisher, whether or not the Guild or any other union is on strike against such employer.

ARTICLE XXXIV—Maintenance of

Present Benefits

No employee shall lose any rights or privileges enjoyed pursuant to company policy or general company practice prior to the signing of this Agreement. Such rights and privileges shall remain in full force and effect for the duration of this Agreement. Provided, however, that no policy or practice initiated by the Publisher during the term of this Agreement shall be binding on the Publisher or create any vested right in employees unless it shall be reduced to writing, signed by the parties and expressly made a part of this Agreement.

ARTICLE XXXV—Duration and Renewal

1. This Agreement shall commence on March 1, 2006 and expire on the last day of February 2010.
2. This Agreement shall inure to the benefit of and be binding upon the Publisher and the Guild. The Publisher agrees to make acceptance of this Agreement by its successor a condition of any sale, assignment, or other transfer of the Publisher's business.
4. At any time within one hundred twenty days immediately prior to the termination of this Agreement, the Publisher or the Guild may initiate negotiations for a new Agreement to take effect at the expiration of the present Agreement. The terms and conditions of this Agreement shall remain in effect during such negotiations.

Appendix A

3/1/2006

	Band From	A To	Band From	B To	Band From	C To	Band D From
G1 annual	\$ 23,119.00	\$ 25,816.22	\$ 25,816.22	\$ 28,513.43	\$ 28,513.43	\$ 31,210.65	\$ 31,210.65
weekly	\$ 444.60	\$ 496.47	\$ 496.47	\$ 548.34	\$ 548.34	\$ 600.20	\$ 600.20
G2	\$ 25,374.00	\$ 28,334.30	\$ 28,334.30	\$ 31,294.60	\$ 31,294.60	\$ 34,254.90	\$ 34,254.90
weekly	\$ 487.96	\$ 544.89	\$ 544.89	\$ 601.82	\$ 601.82	\$ 658.75	\$ 658.75
G3	\$ 28,045.00	\$ 31,316.92	\$ 31,316.92	\$ 34,588.83	\$ 34,588.83	\$ 37,860.75	\$ 37,860.75
weekly	\$ 539.33	\$ 602.25	\$ 602.25	\$ 665.17	\$ 665.17	\$ 728.09	\$ 728.09
G4	\$ 30,996.00	\$ 34,612.20	\$ 34,612.20	\$ 38,228.40	\$ 38,228.40	\$ 41,844.60	\$ 41,844.60
weekly	\$ 596.08	\$ 665.62	\$ 665.62	\$ 735.16	\$ 735.16	\$ 804.70	\$ 804.70
G5	\$ 34,265.00	\$ 39,404.75	\$ 39,404.75	\$ 44,544.50	\$ 44,544.50	\$ 49,684.25	\$ 49,684.25
weekly	\$ 658.94	\$ 757.78	\$ 757.78	\$ 856.63	\$ 856.63	\$ 955.47	\$ 955.47
G6	\$ 37,867.00	\$ 43,547.05	\$ 43,547.05	\$ 49,227.10	\$ 49,227.10	\$ 54,907.15	\$ 54,907.15
weekly	\$ 728.21	\$ 837.44	\$ 837.44	\$ 946.68	\$ 946.68	\$ 1,055.91	\$ 1,055.91
G7	\$ 41,849.00	\$ 48,126.35	\$ 48,126.35	\$ 54,403.70	\$ 54,403.70	\$ 60,681.05	\$ 60,681.05
weekly	\$ 804.79	\$ 925.51	\$ 925.51	\$ 1,046.23	\$ 1,046.23	\$ 1,166.94	\$ 1,166.94
G8	\$ 46,255.00	\$ 53,193.25	\$ 53,193.25	\$ 60,131.50	\$ 60,131.50	\$ 67,069.75	\$ 67,069.75
weekly	\$ 889.52	\$ 1,022.95	\$ 1,022.95	\$ 1,156.38	\$ 1,156.38	\$ 1,289.80	\$ 1,289.80
G9	\$ 51,125.00	\$ 60,497.92	\$ 60,497.92	\$ 69,870.83	\$ 69,870.83	\$ 79,243.75	\$ 79,243.75
weekly	\$ 983.17	\$ 1,163.42	\$ 1,163.42	\$ 1,343.67	\$ 1,343.67	\$ 1,523.92	\$ 1,523.92
G10	\$ 56,504.00	\$ 66,863.07	\$ 66,863.07	\$ 77,222.13	\$ 77,222.13	\$ 87,581.20	\$ 87,581.20
weekly	\$ 1,086.62	\$ 1,285.83	\$ 1,285.83	\$ 1,485.04	\$ 1,485.04	\$ 1,684.25	\$ 1,684.25
G11	\$ 62,437.00	\$ 73,883.78	\$ 73,883.78	\$ 85,330.57	\$ 85,330.57	\$ 96,777.35	\$ 96,777.35
weekly	\$ 1,200.71	\$ 1,420.84	\$ 1,420.84	\$ 1,640.97	\$ 1,640.97	\$ 1,861.10	\$ 1,861.10
	Band A		Band B		Band C		Band D
Ann. increase	5.50%		4.50%		3.25%		2.25%

3/1/2007

	Band From	A To	Band From	B To	Band From	C To	Band D From
G1 annual	\$ 23,813	\$ 26,591	\$ 26,591	\$ 29,369	\$ 29,369	\$ 32,147	\$ 32,147
weekly	\$ 457.93	\$ 511.36	\$ 511.36	\$ 564.79	\$ 564.79	\$ 618.21	\$ 618.21
G2 weekly	\$ 26,135	\$ 29,184	\$ 29,184	\$ 32,233	\$ 32,233	\$ 35,283	\$ 35,283
weekly	\$ 502.60	\$ 561.24	\$ 561.24	\$ 619.87	\$ 619.87	\$ 678.51	\$ 678.51
G3 weekly	\$ 28,886	\$ 32,256	\$ 32,256	\$ 35,626	\$ 35,626	\$ 38,997	\$ 38,997
weekly	\$ 555.51	\$ 620.32	\$ 620.32	\$ 685.12	\$ 685.12	\$ 749.93	\$ 749.93
G4 weekly	\$ 31,926	\$ 35,651	\$ 35,651	\$ 39,375	\$ 39,375	\$ 43,100	\$ 43,100
weekly	\$ 613.96	\$ 685.59	\$ 685.59	\$ 757.22	\$ 757.22	\$ 828.84	\$ 828.84
G5 weekly	\$ 35,293	\$ 40,587	\$ 40,587	\$ 45,881	\$ 45,881	\$ 51,175	\$ 51,175
weekly	\$ 678.71	\$ 780.52	\$ 780.52	\$ 882.32	\$ 882.32	\$ 984.13	\$ 984.13
G6 weekly	\$ 39,003	\$ 44,853	\$ 44,853	\$ 50,704	\$ 50,704	\$ 56,554	\$ 56,554
weekly	\$ 750.06	\$ 862.57	\$ 862.57	\$ 975.08	\$ 975.08	\$ 1,087.58	\$ 1,087.58
G7 weekly	\$ 43,104	\$ 49,570	\$ 49,570	\$ 56,036	\$ 56,036	\$ 62,501	\$ 62,501
weekly	\$ 828.93	\$ 953.27	\$ 953.27	\$ 1,077.61	\$ 1,077.61	\$ 1,201.95	\$ 1,201.95
G8 weekly	\$ 47,643	\$ 54,789	\$ 54,789	\$ 61,935	\$ 61,935	\$ 69,082	\$ 69,082
weekly	\$ 916.20	\$ 1,053.64	\$ 1,053.64	\$ 1,191.07	\$ 1,191.07	\$ 1,328.50	\$ 1,328.50
G9 weekly	\$ 52,659	\$ 62,313	\$ 62,313	\$ 71,967	\$ 71,967	\$ 81,621	\$ 81,621
weekly	\$ 1,012.67	\$ 1,198.32	\$ 1,198.32	\$ 1,383.98	\$ 1,383.98	\$ 1,569.64	\$ 1,569.64
G10 weekly	\$ 58,199	\$ 68,869	\$ 68,869	\$ 79,539	\$ 79,539	\$ 90,209	\$ 90,209
weekly	\$ 1,141.06	\$ 1,350.22	\$ 1,350.22	\$ 1,559.50	\$ 1,559.50	\$ 1,768.63	\$ 1,768.63
G11 weekly	\$ 64,310	\$ 76,100	\$ 76,100	\$ 87,890	\$ 87,890	\$ 99,681	\$ 99,681
weekly	\$ 1,236.73	\$ 1,463.47	\$ 1,463.47	\$ 1,690.20	\$ 1,690.20	\$ 1,916.94	\$ 1,916.94
	Band A		Band B		Band C		Band D
Annual increase	5.75%		4.75%		3.50%		2.50%

3/1/2008

	Band From	A To	Band From	B To	Band From	C To	Band D From
G1 annual	\$ 24,527	\$ 27,388	\$ 27,388	\$ 30,250	\$ 30,250	\$ 33,111	\$ 33,111
weekly	\$ 471.67	\$ 526.70	\$ 526.70	\$ 581.73	\$ 581.73	\$ 636.76	\$ 636.76
G2	\$ 26,919	\$ 30,060	\$ 30,060	\$ 33,200	\$ 33,200	\$ 36,341	\$ 36,341
weekly	\$ 517.68	\$ 578.07	\$ 578.07	\$ 638.47	\$ 638.47	\$ 698.87	\$ 698.87
G3	\$ 29,753	\$ 33,224	\$ 33,224	\$ 36,695	\$ 36,695	\$ 40,166	\$ 40,166
weekly	\$ 572.17	\$ 638.93	\$ 638.93	\$ 705.68	\$ 705.68	\$ 772.43	\$ 772.43
G4	\$ 32,884	\$ 36,720	\$ 36,720	\$ 40,557	\$ 40,557	\$ 44,393	\$ 44,393
weekly	\$ 632.38	\$ 706.16	\$ 706.16	\$ 779.93	\$ 779.93	\$ 853.71	\$ 853.71
G5	\$ 36,352	\$ 41,804	\$ 41,804	\$ 47,257	\$ 47,257	\$ 52,710	\$ 52,710
weekly	\$ 699.07	\$ 803.93	\$ 803.93	\$ 908.79	\$ 908.79	\$ 1,013.65	\$ 1,013.65
G6	\$ 40,173	\$ 46,199	\$ 46,199	\$ 52,225	\$ 52,225	\$ 58,251	\$ 58,251
weekly	\$ 772.56	\$ 888.44	\$ 888.44	\$ 1,004.33	\$ 1,004.33	\$ 1,120.21	\$ 1,120.21
G7	\$ 44,398	\$ 51,057	\$ 51,057	\$ 57,717	\$ 57,717	\$ 64,377	\$ 64,377
weekly	\$ 853.80	\$ 981.87	\$ 981.87	\$ 1,109.94	\$ 1,109.94	\$ 1,238.01	\$ 1,238.01
G8	\$ 49,072	\$ 56,433	\$ 56,433	\$ 63,794	\$ 63,794	\$ 71,154	\$ 71,154
weekly	\$ 943.69	\$ 1,085.24	\$ 1,085.24	\$ 1,226.80	\$ 1,226.80	\$ 1,368.35	\$ 1,368.35
G9	\$ 54,239	\$ 64,182	\$ 64,182	\$ 74,126	\$ 74,126	\$ 84,070	\$ 84,070
weekly	\$ 1,043.05	\$ 1,234.27	\$ 1,234.27	\$ 1,425.50	\$ 1,425.50	\$ 1,616.72	\$ 1,616.72
G10	\$ 59,945	\$ 70,935	\$ 70,935	\$ 81,925	\$ 81,925	\$ 92,915	\$ 92,915
weekly	\$ 1,152.79	\$ 1,364.14	\$ 1,364.14	\$ 1,575.48	\$ 1,575.48	\$ 1,786.82	\$ 1,786.82
G11	\$ 66,239	\$ 78,383	\$ 78,383	\$ 90,527	\$ 90,527	\$ 102,671	\$ 102,671
weekly	\$ 1,273.83	\$ 1,507.37	\$ 1,507.37	\$ 1,740.91	\$ 1,740.91	\$ 1,974.44	\$ 1,974.44
Annual increase	Band A 6.00%		Band B 5.00%		Band C 3.75%		Band D 2.75%

3/1/2009								
	Band From	A To	Band From	B To	Band From	C To	Band D From	
G1								
annual	\$ 25,263	\$ 28,210	\$ 28,210	\$ 31,157	\$ 31,157	\$ 34,105	\$ 34,105	
weekly	\$ 485.82	\$ 542.50	\$ 542.50	\$ 599.18	\$ 599.18	\$ 655.86	\$ 655.86	
G2	\$ 27,727	\$ 30,962	\$ 30,962	\$ 34,196	\$ 34,196	\$ 37,431	\$ 37,431	
weekly	\$ 533.21	\$ 595.42	\$ 595.42	\$ 657.62	\$ 657.62	\$ 719.83	\$ 719.83	
G3	\$ 30,646	\$ 34,221	\$ 34,221	\$ 37,796	\$ 37,796	\$ 41,371	\$ 41,371	
weekly	\$ 589.34	\$ 658.09	\$ 658.09	\$ 726.85	\$ 726.85	\$ 795.61	\$ 795.61	
G4	\$ 33,870	\$ 37,822	\$ 37,822	\$ 41,773	\$ 41,773	\$ 45,725	\$ 45,725	
weekly	\$ 651.35	\$ 727.34	\$ 727.34	\$ 803.33	\$ 803.33	\$ 879.32	\$ 879.32	
G5	\$ 37,442	\$ 43,059	\$ 43,059	\$ 48,675	\$ 48,675	\$ 54,291	\$ 54,291	
weekly	\$ 720.04	\$ 828.05	\$ 828.05	\$ 936.06	\$ 936.06	\$ 1,044.06	\$ 1,044.06	
G6	\$ 41,378	\$ 47,585	\$ 47,585	\$ 53,792	\$ 53,792	\$ 59,999	\$ 59,999	
weekly	\$ 795.74	\$ 915.10	\$ 915.10	\$ 1,034.46	\$ 1,034.46	\$ 1,153.82	\$ 1,153.82	
G7	\$ 45,730	\$ 52,589	\$ 52,589	\$ 59,448	\$ 59,448	\$ 66,308	\$ 66,308	
weekly	\$ 879.41	\$ 1,011.33	\$ 1,011.33	\$ 1,143.24	\$ 1,143.24	\$ 1,275.15	\$ 1,275.15	
G8	\$ 50,544	\$ 58,126	\$ 58,126	\$ 65,707	\$ 65,707	\$ 73,289	\$ 73,289	
weekly	\$ 972.00	\$ 1,117.80	\$ 1,117.80	\$ 1,263.60	\$ 1,263.60	\$ 1,409.40	\$ 1,409.40	
G9	\$ 55,866	\$ 66,108	\$ 66,108	\$ 76,350	\$ 76,350	\$ 86,592	\$ 86,592	
weekly	\$ 1,074.34	\$ 1,271.30	\$ 1,271.30	\$ 1,468.26	\$ 1,468.26	\$ 1,665.23	\$ 1,665.23	
G10	\$ 61,743	\$ 73,063	\$ 73,063	\$ 84,383	\$ 84,383	\$ 95,702	\$ 95,702	
weekly	\$ 1,187.37	\$ 1,405.06	\$ 1,405.06	\$ 1,622.74	\$ 1,622.74	\$ 1,840.43	\$ 1,840.43	
G11	\$ 68,227	\$ 80,735	\$ 80,735	\$ 93,243	\$ 93,243	\$ 105,751	\$ 105,751	
weekly	\$ 1,312.05	\$ 1,552.59	\$ 1,552.59	\$ 1,793.13	\$ 1,793.13	\$ 2,033.68	\$ 2,033.68	
	Band A		Band B		Band C		Band D	
Annual increase	6.00%		5.00%		4.00%		3.00%	

APPENDIX B—EEO Letter of Intent

To: Guild Bargaining Committee

From: BNA Bargaining Committee

Re: Article IX Addendum

BNA is committed to hiring, promoting and rewarding employees on the basis of talent, ability and dedication. In this regard, BNA 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 BNA 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.

The plan is financed entirely by BNA. 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 BNA 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 BNA'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 BNA Employees' Retirement Plan.

APPENDIX E—Letter to Employee on Guild Orientation Session Addendum to Article V

To: All New Employees

From: Paul Wojcik, President

The Washington-Baltimore Newspaper Guild has been the certified bargaining representative of most of BNA's non-supervisory employees for almost as long as BNA has been an independent company.

By setting forth in clear language ever-improving pay and benefits, by helping build an atmosphere of security and fair treatment, and by providing a procedure for the amicable resolution of many job-related problems, the collective bargaining agreements negotiated over the years between BNA and the Guild have contributed much to BNA's impressive growth.

BNA and the Guild subscribe to the principle that those who benefit from the representation services provided by the Guild should support the maintenance of those services.

You are scheduled to attend an orientation session given by Guild. The session is expected to last about one hour.

A Guild shop steward should be contacting you within your first month of employment.

APPENDIX G—Side Letter on Retirement Benefits for Technologically Displaced Employees or 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 BNA Employees’ Retirement Plan, and who is technologically displaced under the circumstances contemplated in Article XIX, Paragraph 9 of this Agreement shall be entitled to retire early without actuarial reduction of his or her benefit under the Plan.

In addition, any employee who is eligible for “regular early retirement,” as that term is defined by The BNA 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 H—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. (BNA) 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. BNA 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) BNA 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 BNA-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 BNA 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 BNA-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 BNA 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—Side Letter on Data Center Facilities Hours

Addendum to Article XII

To: Washington-Baltimore Newspaper Guild

From: Jacqueline M. Blanchard,
Director of Labor Relations

This will confirm our understanding that during the term of this agreement the Company's Data Center Facilities will be exempted from conforming to the five-day and regular Monday-through-Friday workweek as set out in Article XII, Section 1 of the contract.

All overtime and shift differential obligations of the Publisher shall continue to apply. In addition, the Publisher agrees to pay a 10% premium for hours worked on a Saturday and a 15% premium for hours worked on Sunday which are scheduled as part of a five-day workweek.

APPENDIX K—Side Letter on Pilot Sabbatical Leave Program

To: Washington-Baltimore Newspaper Guild

From: Jacqueline M. Blanchard, Director of Labor Relations

The Publisher shall continue its pilot sabbatical leave program for the duration of the agreement. The Sabbatical Selection Committee may award two sabbaticals each year, one from the Editorial Department and one from the other departments of the Company. Sabbatical terms shall run for a period of up to six months at full pay or three months at full pay. Candidates for the program shall have a minimum of ten (10) years of service with the Publisher. Candidates awarded sabbaticals will agree that they shall not voluntarily quit their employment with the Publisher for a period of two years following completion of the sabbatical leave.

Guidelines for appropriate use of sabbatical time, formats for submission of proposals, and other relevant details shall be determined by the Sabbatical Selection Committee. The Committee shall consist of three members appointed by the Publisher and two members appointed by the Guild.

APPENDIX L—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. BNA 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 BNA 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.

BNA acknowledges that sickness, by its very nature, is unplanned and that sick leave due to sickness will often be unscheduled. BNA 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 BNA 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. BNA may request documentation from employees to verify that the leave taken was for a bona fide emergency.

APPENDIX M—Keyer/Proofer Side Letter

In the event of any future reduction-in-force affecting Production Department employees in the classifications of keyer, proofer, and keyer/proofer, the “classifications affected” will be one pool consisting of all employees in each job title at the same grade level.

APPENDIX N—Life Insurance Addendum

A living benefit option shall continued 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 O—Sick Leave Bank

The Publisher shall maintain its logistical support for the sick leave bank administered by the Guild.

APPENDIX P—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 BNA's group health program.

APPENDIX R—Rockville Emergency Backup Child Care

The Publisher shall endeavor to establish emergency backup child-care in Rockville on the same basis that it is provided in the District of Columbia.