

Agreement Between  
**THE BUREAU OF NATIONAL AFFAIRS, INC.**  
and  
**WASHINGTON-BALTIMORE NEWSPAPER  
GUILD  
FOR THE  
EDITORIAL CORRESPONDENTS UNIT**

**July 15, 2010 to July 19, 2013**

## **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 agreement 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 editorial department employees working as staff correspondents in the United States outside the Washington, DC metropolitan area, excluding all temporary employees, special correspondents, confidential employees who have access to the Publisher's labor relations data, and 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, and Temporary Employees; Special Correspondents**

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

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 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. Further, upon written application of a full-time employee, the Publisher and the Guild may agree to a reduction to part-time status. Such request may be conditioned upon later return to full-time status. No part-time employee covered by this Agreement shall be reduced below one-half of the regularly scheduled workweek or be replaced by other part-time employees working less than one-half the regularly scheduled workweek, for the purpose of depriving him of the benefits of this Agreement.

3. Temporary: 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 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 Articles XV, Article XXX and Appendix C herein on annual leave, or on sick leave. In the case of maternity leave or leave of absence, a temporary employee may be employed for the duration of the regular employee's leave. 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 date as temporary.

4. Special Correspondents: Special correspondents are those that work an irregular schedule averaging less than half the regular workweek of 37.5 hours. The Publisher reserves the right to utilize special correspondents for special assignments or where a staff correspondent is unavailable.

### **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 first fourteen (14) days of July 2011, 2012 and 2013. 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 first 14 days of 2011, 2012 or 2013. 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. Upon employment, a newly-hired employee shall be presented with a copy of this Agreement. The employee shall also be advised of the names, addresses, and telephone numbers of the Unit Chairperson and stewards, noting that they may be consulted concerning the meaning and application of this Agreement.

2. For the purpose of administering this Agreement, the Unit Chairperson shall name two stewards from the Unit and furnish the Publisher with their names. The Publisher shall compensate the Unit Chairperson and stewards for reasonable time spent investigating or handling complaints and grievances. The Publisher shall compensate either the Unit Chairperson or one of the stewards for time spent attending arbitration proceedings. Long-distance phone calls made by the Unit Chairperson or the stewards in connection with their duties of administering this Agreement shall be paid for by the Publisher.

## **ARTICLE VI—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: Name, address, classification and salary, BNA section, sex, and minority group. At each six-month interval thereafter, the Guild will be supplied with the names and home addresses of all employees in the bargaining unit.

2. The Publisher shall inform the Guild and the Unit Chairperson at monthly intervals 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, 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, salary and classification, 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.

3. The Publisher shall, upon written request of an employee, permit that employee, or that employee's designee, to inspect personnel records maintained on that employee and kept at the Home Office ("M" file). The files may not be removed from the Personnel Office and must be reviewed in the presence of a Personnel staff member. The time for inspection shall coincide with the employee's visit to the Home Office, or, in the event of review by the employee's designee, at a time as soon as practical to the Personnel Office.

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.

The Unit Chairperson and shop steward shall be permitted prompt access to such documents and records as are necessary for the purpose of conducting official unit business.

4. Correspondents shall receive copies of all legally-required notices posted on BNA bulletin boards and all posted announcements that relate to their employment.

5. Postings for positions in the home office are made available by the Publisher through the Internet. If this changes, the correspondents shall be provided via e-mail current postings for G-9, G-10 and G-11 positions within the Editorial Department.

## **ARTICLE VII—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 VIII—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. All references to employees of 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.

## **ARTICLE IX—Minimum Salaries**

1. Effective with the first pay period following ratification of the contract, 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 the second pay period in July 2011, the salary scale shall be as shown in Appendix A to this agreement.

Effective the second pay period in July 2012, the salary scale shall be as shown in Appendix A to this agreement.

2. There shall be no pay cuts during the life of this Agreement except by agreement of the parties.
3. Salaries shall be paid bi-weekly.
4. All salary actions shall be calculated based on current weekly salary, with the resulting new salary rounded to the nearest cent.
5. On the date of ratification, all regular full-time and regular part-time employees shall be assigned to a grade based on their city's grade assignment and shall be placed in a band based on their annual salary. On their anniversary dates, these employees shall receive their annual increases as set out in the appropriate appendices.

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 top of the salary range for his/her grade (that is, to Band D for his/her grade) shall be considered for a merit increase at least annually on his/her anniversary date. A uniform employee appraisal form shall be used for merit review and shall be placed in the employee's personnel file. 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.
7. When a salary within the same grade results in a new annual salary that falls within a higher band of the grade, the higher band into which the new salary falls shall become the employee's band. If an employee moves from C1 to C2 they will receive an increase that reflects the percentage difference between C1 and C2.
8. 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 X—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 XI—Hours and Overtime**

1. The workweek shall be 37.5 hours for full-time employees, within five consecutive days.

2. Correspondents who must work more than 37.5 hours in a calendar week shall be paid cash overtime at the rate of time and one-half for hours in excess of 37.5. The correspondent and the Chief of Correspondents may agree that compensatory time shall be given in lieu of cash overtime. If such an agreement is reached, compensatory time shall be scheduled to be taken within a four-week period following the week in which such overtime was worked, at a time mutually agreeable to the correspondent and the Publisher. Compensatory time accrues at time and a half rate. If agreement on compensatory time or cash overtime cannot be reached, the Publisher reserves the right to utilize freelance writers, as specified in Article II, Section 5.

3. Accrual of cash overtime and accrual of compensatory time must be authorized in advance by the Chief of Correspondents.

4. Time off with pay on a holiday or on leave shall count as time worked for purposes of this Article.

5. Correspondents required to travel to and from assignments out-of-town after the regular workday or on scheduled days off shall be given compensatory time off at the rate of time and one-half, provided that they have had the compensatory time and travel approved in

advance. Advance approval shall not be required if not possible due to circumstances outside the employee's control.

6. Part-time employees who are required to work beyond 37.5 hours in a week are entitled to payment of cash overtime at the rate of time and one-half for any time worked in excess of 37.5 hours.

## **ARTICLE XII—Holidays**

1. The following holidays or the days legally observed as such shall be granted to all employees without loss of pay: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidential Inauguration Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas, and any additional national holidays recognized by an Act of Congress.

2. An employee may be required to work on any holiday observed by the BNA Home Office but not generally observed as a holiday in his metropolitan area, in which case he will receive another day off with pay at a time mutually agreeable to the correspondent and the Publisher.

3. Part-time employees shall receive their customary pay for any of the above holidays which are observed on their regularly scheduled workday and on which they do not work. The amount of pay shall be the rate per hour times the number of hours the employee regularly is scheduled to work on the day on which the holiday is observed.

4. A full-time employee working at the request of the Publisher on one of the above-listed holidays which is also generally observed as a holiday in his metropolitan area 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 which is also generally observed as a holiday in his metropolitan area 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. No employee shall be required to work on a listed holiday, however, in the absence of a three-day notice.

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

## ARTICLE XIII—ANNUAL LEAVE

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

- (a) Two weeks per year (2.89 hours per pay period) during the first two years of service;
- (b) Three weeks per year (4.33 hours per pay period) during the third year through fifth year of service;
- (c) Four weeks per year (5.77 hours per pay period) during the sixth year through fourteenth year of service.
- (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. Annual leave shall be credited biweekly, as earned.

3. 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:

	(a.) <u>Leave Being Earned Annually as of December 31</u>			
	<u>5 weeks</u>	<u>4 weeks</u>	<u>3 weeks</u>	<u>2 weeks</u>
Maximum carryover	7	6	5	4

- (b.) Annual leave balances as of December 31 that are in excess of the maximum described

in section 3(a) above shall be credited to the home office Guild Sick Leave Bank.

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 area 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. Two consecutive weeks of annual leave are guaranteed each employee during the period June 1 through September 15 provided the employee has accrued such leave and has requested the leave period two months in advance.

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

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

7. An employee who has completed the initial six-month probationary period and who resigns or who is discharged shall be paid for any annual leave earned but not taken, provided that in cases of resignation, at least two 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 XIV—Paid Leave: Sick, 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. Part-time employees shall be credited with sick leave on a pro-rata basis. 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 and to care for their step-children who live with them.

6. Employees may take up to a total of 15 days paid parenting leave for parenting purposes within the first 90 days prior to and/or following the expected birth or

adoption of their child.

7. In any given year period, an employee may take up to fifteen (15) working days of accumulated leave upon disability of a spouse, parent, or one acting as a parent or co-habiting life-partner requiring homecare, upon presentation of a physicians' statement attesting to such disability requiring homecare by the employee.

8. An employee who has exhausted accumulated sick leave may, at his option, be advanced sick leave in an amount equal to the number of days of annual leave he has earned and not taken at that time. This additional sick leave shall not be deducted from his annual leave unless his employment is terminated before he has re-earned the advanced sick leave. Advanced sick leave shall not be granted for paternity or adoption.

9. 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 cohabiting 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.

10. In addition, each employee shall be allowed up to three days of personal leave, all with pay, at any time during each calendar year, scheduling subject to the approval of the Publisher. Such leave shall not be

cumulative, shall not be charged against sick leave, and shall not be considered earned. New employees shall be credited with paid personal leave during the calendar year in which they are hired according to the following schedule: Hired before May 1-- three 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.

11. Any employee registered to vote who ordinarily is required to work on election day shall receive the necessary time off with pay to enable him to vote in his jurisdiction. The amount of time with pay shall not exceed the time required to assure that the employee has four consecutive hours to vote before or after work, whichever would result in the least amount of time away from work.

12. 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 of eligibility for FMLA coverage.

## **ARTICLE XV—Unpaid Leave: 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 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: maternity, paternity, adoption, personal illness, illness in the family, or 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 Guild or Communications Workers of America conventions 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 one member of the Unit shall avail himself 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 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)

requested 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 XXV of this Agreement.

5. During all leaves provided under Articles XIV, XV and XXX 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 XXI. The period of the leave of absence shall not be included in the computation of severance pay.

## **ARTICLE XVI—Health and Life Insurance**

### **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,~~ ~~t~~ 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) The co-payments for prescription drugs at retail pharmacies shall be as follows for a supply of up to 30 days' medication:

\$10 Generic medication

\$25 Brand name medication when there is no generic equivalent

\$65 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) The co-payments for prescription drugs via mail order shall be as follows for a supply of up to 90 days' medication:

\$25 Generic medication

\$65 Brand name medication when there is no generic equivalent

\$85 Brand name medication when there is a generic equivalent

4. d) The co-payments for an office visit to a network provider under the PPO medical plan shall be \$15.

4. e) The co-payments for network dental care shall be 20%. 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. For those employees not having access to a Hospital Preferred Provider Organization (HPPO), hospital charges will be paid at 90/10.

6. Employees and their families wishing to join a Kaiser Permanente HMO may opt for this in lieu of the comprehensive plan if they reside in an appropriate area of coverage. Others desiring HMO coverage may enroll in

the HMO of their choice at the non-group rate if such enrollment is available. In both cases above, BNA will pay or reimburse employees for the appropriate premium up to the amount of the premium payment for the comprehensive plan.

7. Part-time employees who are regularly scheduled to work at least 30 hours per week who elect family coverage will be required to pay 50% of the difference between the employee-only and family premiums equivalent. Part-time employees who are regularly scheduled to work at least 30 hours a week will be required to pay 50% of the premiums charged to full-time employees.

8. Effective July 15, 2010, no new enrollees will be allowed in the Kaiser plan. Effective January 1, 2011, employees enrolled in the Kaiser plan shall pay a ten percent premium charged to the Publisher.

9. Effective January 1, 2011, Employees enrolled in the Aetna plan shall pay an in-network ten percent co-insurance on charges to Aetna. Co-insurance shall not apply to doctors visit co-pays or prescription drug co-pays. The maximum out of pocket for an employee shall be two percent (2%) of base salary for employee only; three percent (3%) for employee plus one dependent; and four percent (4%) for employee plus two or more dependents. Premiums and co-pays shall not count toward maximum out of pocket.

10. Effective January 1, 2011, all employees using

BNA health insurance shall pay a \$125 monthly surcharge if their spouse or domestic partner is on the BNA health insurance and the spouse or domestic partner has access to full insurance benefits with another employer. Full benefits include medical, major medical, hospitalization, prescription drugs, dental and vision care coverage.

11. Effective January 1, 2012, Employees in the Aetna plan shall pay a monthly premium of \$35 for employee plus one and \$50 for employee plus two or more dependents. Employees who have coverage only for themselves shall not pay a premium.

## B. For Retirees

1. a) Except for Medicare-eligible employees, when employees retire, they shall be eligible to participate in the health benefits that are provided to employees, in accordance with the terms of such programs as they may from time to time be modified by the Publisher or insurance carriers.

1.b) Coverage under the BNA health benefit Plans will be discontinued for Medicare Eligible Retirees. In lieu of coverage under BNA, the Publisher will provide tax free monetary contributions to retirees to by supplemental Medicare coverage for themselves, their spouses, and/or dependents. Contribution amounts will be \$3000 annually for retirees and \$2400 annually for retirees' spouses and/or dependents. The services of an external vendor will be provided free of charge to assist

retirees in selecting coverage. BNA will pay the monetary contributions directly to the vendor for the retirees use and that of their spouses/dependents. Any unused balance at the end of the year can be rolled over. These changes will become effective as soon as administratively possible.

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 + 5) to a maximum of 95 percent, 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 dependents, calculated as (retiree's age at retirement + retiree's years of service at retirement + 5) to a maximum of 90 percent, with the retiree paying the balance.

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 + 5) to a maximum of 95 percent, 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 + 5) to a maximum of 90 percent, with the retiree paying the balance.

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 + 5) to a maximum of 95 percent, 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 + 5) to a maximum of 90 percent, with the retiree paying the balance.

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. Copayment 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 Employee Assistance Program agreed upon by the Publisher and the Guild is incorporated within this Agreement by this reference.

2. k) 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, 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, and will agree on suggested recommendations to management as to how savings to the Publisher, if any, would be used.

## **ARTICLE XVII—Pensions**

1. The Publisher shall continue in effect the BNA Employee's Retirement Plan, as amended to comply with the Employment Retirement Income Security Act of 1974, and shall provide the benefits set forth in Appendix B.

2. Any changes agreed to in the pension benefits covering the Home Office employees, negotiated by the Guild, will be immediately passed through to the benefit of employees covered by this Agreement.

3. An employee who is no more than 9 $\frac{1}{2}$  months from the date of retirement eligibility under the Normal Retirement provisions or the Special Early Rule (Rule of 85) provisions of the BNA Employees' Retirement Plan may elect to phase into retirement. Upon three months written 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 retirement. The written notice must include the date the employee has elected to retire, whether that date is based on the Normal or the Special 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 employees' salary and benefits will be pro-rated according to the various provisions of this Agreement.

4. Effective September 1, 2010, all eligible newly

hired employees may participate in a BNA company match 401 (k) Plan. Employees hired after September 1, 2010, will not be eligible to participate in the BNA Employees' Retirement Plan. The Publisher will contribute 1.0% of base salary and shall match the \$.50 per each dollar contributed by the employee up to 6.0% of base salary (3%).

## **ARTICLE XVIII—Job Security**

1. There shall be no dismissals as a result of putting this Agreement into effect. At such time as the Publisher reports a net loss in its consolidated income statement in 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.

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 employee by certified mail-return receipt requested. Such notice to be preceded or followed up by a telephone call to the affected employee and the Unit Chairperson. The Unit

Chairperson shall subsequently receive a confirming letter of the notification.

Other dismissals for just and sufficient cause shall require at least two weeks' written notice upon both the Unit Chairperson and the employee. The employee's notice shall be sent by certified mail-return receipt requested and preceded or followed up by a telephone call to the affected employee and the Unit Chairperson. The Unit Chairperson shall subsequently receive a confirming letter of the notification. 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 discharge by proof beyond a reasonable doubt. Gross misconduct will include but not be limited to plagiarism, workplace violence, workplace possession of illegal drugs or guns or unauthorized disclosure of the Publisher's confidential or trade secret information.

4. Disciplinary suspensions shall be for just and sufficient cause.

5. In the event of a reduction-in-force, the Unit Chairperson shall be advised 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.

The Publisher shall accept voluntary resignations from employees affected by a reduction in force. Such employees shall be paid the amount of severance pay provided by Article XXI. If an insufficient number of voluntary resignations is offered, the Publisher shall attempt to place affected employees in available jobs. Remaining dismissals shall be made in inverse order of seniority, where competence and ability are relatively equal. No employee shall be required to accept a position offered by the Publisher under this section.

6. Employees who have completed their probationary period and who are terminated pursuant to Section 5 above shall have the right to be placed on a rehiring list for a period not to exceed two years. The Publisher shall offer all vacancies to persons on the list who previously performed satisfactorily in the order of length of service with the Company. If the vacancy occurs in an area other than where the employee resides, any unused severance pay shall be applied to the actual and reasonable costs after applying the reimbursement under Article XIX, Sec. 3 of transporting the employee, his family, and his household goods.

7. The Publisher shall provide adequate training on the use of any new or modified equipment that affects the correspondents' jobs.

8. Before an employee is contacted by management personnel regarding discussions that might result in discipline, he shall be advised of his right to have a union

representative available for such discussions. Should such discussions be by telephone, a conference call shall be arranged.

9. Upon request, BNA will provide to terminating employees information on options available under the pension plan, regular stock purchase plan, deferred stock purchase plan, and health and life insurance plans.

10. Employees who are terminated pursuant to paragraph 5 above and who exercise their rights under COBRA to continue their coverage under the BNA group health program following termination may choose to have their monthly 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.

## **ARTICLE XIX—Transfers**

1.(a) When a need is determined for the transfer of an employee to work in another city, whether in the same enterprise or in other enterprise conducted by the Publisher, the Publisher shall provide written notice to the unit chair and the employee stating the business reason(s) for such a move. Upon request, the Publisher shall meet with the unit chair on the proposed transfer. The employee shall have 30 days to accept the transfer. An employee accepting transfer shall be provided an additional 120 days before the transfer goes into effect. Employees who transfer at direction of the Publisher shall be reimbursed for the reasonable costs of transporting the employee, his family, and his household goods. There shall be no reduction in salary or impairment of other benefits as a result of such transfer.

(b) An employee who declines a proposed transfer shall receive severance pay at the rate of one week's pay for each three months of continuous employment, or part thereof, up to a maximum of 56 weeks. Such an employee shall be subject to the terms of Article XVIII, section 6, 9, and 10.

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. Employees who voluntarily transfer to other bargaining unit positions, or to positions in the home office bargaining unit, shall have their moving expenses of up to \$4,000 reimbursed, upon presentation of appropriate receipts.

## **ARTICLE XX—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, and 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 XVIII, placed on a rehire list, and subsequently rehired from that list, shall immediately upon re-employment, be credited with his total service with the Publisher for purposes of annual leave, promotion, job tenure, cash profit sharing, salary, 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 leave account upon his initial termination.

## **ARTICLE XXI—Severance Pay**

1. Upon dismissal from employment due to a reduction-in-force, as described in Article XVIII, Section 5, 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 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.

2. Upon dismissal from employment for any reason, 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, with a minimum of 6 weeks and maximum of 56 weeks. Severance pay shall be based on the highest rate of pay received for his regular workweek by the employee preceding his termination of employment.

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 XXII—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/or the Unit Chairperson at a mutually convenient time, within 15 working days of the discovery by the grievant of the alleged grievance.

Step II: If not adjusted to the satisfaction of the parties, the shop steward or Unit Chairperson shall reduce the grievance to writing, within 10 working days of the completion of Step I above, and submit the grievance, along with a request for a grievance meeting, to the Publisher or his authorized agent. 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 shop steward or Unit Chairperson shall, within 10 working days of the Publisher's response in Step II above, inform the Publisher or his authorized agent that a meeting is requested. The Publisher will furnish the shop steward or Unit Chairperson 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 Publisher written notice of its desire to proceed with Step III within 21 working days of the discovery of the alleged grievance (if the Guild forgoes both Step I and Step II) or within 15 working days of the completion of Step I (if the Guild forgoes Step II only).

3. The Publisher or his authorized agent agrees to meet with the Unit Chairperson or shop steward within 10 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.

4. By mutual agreement, time limits in each step of the above procedure may be extended.

5. Except in a grievance over an oral warning, which shall not be subject to arbitration if the above steps do not result in resolution and the Guild decides to pursue arbitration, the Guild shall, within 14 working days of receipt of the Publisher's written statement of its final position on the Grievance (Step III), notify 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 10 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 among the Publisher, the Guild, and the employees.

In order to further the cooperative efforts of the Publisher and the Guild, at least one meeting, and telephone conferences as needed, will be held, at mutually agreed-upon dates, in each year. Said meetings 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: The Chief of Correspondents, a representative from Human Resources, and any other representatives the Publisher deems necessary.

Guild Representatives: Two members appointed by the Unit Chairperson and any others that the Guild deems necessary. In each case, the number of Publisher and Guild representatives shall be equal.

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 XXIII—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 XXIV—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.

Employees should notify the Chief of Correspondents if they have reason to believe their activities may violate this Article.

## **ARTICLE XXV - 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 XXVI—Court Duty**

A full-time employee who is required to serve on jury duty or who is required by subpoena to serve as a witness in a court of law shall be paid his regular 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 XXVII—Expenses**

1. The Publisher shall provide or reimburse for the following: office supplies; phone calls necessary for the performance of the job; a computer (including repair and maintenance) and a printer; photocopying; a facsimile machine; postage; telephone answering device; automobile mileage, which shall be the prevailing IRS rate, parking fees, or public transportation fares while on assignment; transportation, lodging, meals, sundries while on assignment in a city other than the home city; other expenses as authorized in advance by the Chief of Correspondents.

The Publisher will reimburse correspondents who are not provided offices by the Publisher with \$240.00 per month, effective August 1, 2010. This amount will be increased to \$245.00 per month on August 1, 2011 and increased to \$250.00 per month on August 1, 2012.

2. The Publisher shall pay or reimburse, upon request, the actual cost of renting or purchasing any of the following items of office furniture: one desk, one chair, one filing cabinet, one bookcase. The Publisher shall also pay for or reimburse upon request the actual cost of renting or purchasing other items of appropriate office furniture such as an ergonomic chair, computer table, printer table and a desk lamp, as authorized in advance by the Chief of Correspondents. The total payment or reimbursement shall not exceed \$200 per month during the first 12 months for newly hired correspondents and

\$100 per month thereafter.

3. The Publisher shall pay the employment agency fee of a new hire when the Publisher has requested the agency to fill the job opening.

4. A meal allowance of \$10.00 will be paid to an employee required to work (a) at least two hours overtime on a regularly scheduled work day, or (b) at least four hours overtime on a regularly scheduled day off.

5. The Publisher will reimburse correspondents for subscriptions to one of their home city newspapers and any other news publications that are necessary to provide news coverage and are approved by the Chief of Correspondents.

6. Full-time employees who have an office outside their homes are eligible for a biweekly transportation subsidy of \$60.00

## **ARTICLE XXVIII—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 the 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 this contract. Approved courses of study are those that are successfully completed at a college, university, or community college, or at another institution as recognized by management, that are related to the work of BNA and taken during non-working hours.

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

pursue study.

## **ARTICLE XXIX—Work and Family**

1. 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.

2. 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.

## **ARTICLE XXX—FMLA**

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

2. The "12-month period" provided in FMLA and time periods provided in state and local provisions are based on normal calendar years.

3. 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.

4. FMLA leave will run concurrently with any BNA Leave of Absence.

For purposes of this provision:

- a) In addition to "family members" as defined by FMLA, the Publisher will extend FMLA rights to a person with whom the employee has shared mutual residence in the last year and with whom the employee maintains a committed relationship.
- b) Covered leave for a new child shall extend to foster care placement, in addition to the parenting coverage of the FMLA.

## **ARTICLE XXXI—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 XXXII—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.

## **ARTICLE XXXIII—Duration and Renewal**

1. This Agreement shall commence on July 15, 2010 and expire on July 19, 2013.

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.

3. At any time within sixty 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. If such negotiations do not result in a new Agreement prior to the expiration of this Agreement, the new Agreement shall be made retroactive to the expiration date of this Agreement, but in no event shall the new Agreement be retroactive for a period of more than sixty days.

**AFFIDAVIT OF EXECUTION OF AGREEMENT  
FOR THE BUREAU OF NATIONAL AFFAIRS, INC.**

Paul N. Wojcik

Chris Marlin

Management Bargaining Team

Paul Connolly

Chris Marlin

Mike Triplett

Kevin Wagner

FOR THE  
NEWSPAPER GUILD

WASHINGTON-BALTIMORE

Paul A. Reilly

Christopher Brown

Steve Burkholder

## **APPENDIX A – Salary Scale**

## **APPENDIX B—The Bureau of National Affairs Inc., Employees’ Retirement Plan**

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.

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.

### **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 Publisher 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 1.20 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 20 years of service, and age 55 with 15 years of service. 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 preretirement 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 1.20 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 C—Side Letter on Pilot Sabbatical Leave Program**

Correspondents will continue to participate in the same Sabbatical Leave Program as home office employees, under the rules of that program. Beginning in 2006, the Correspondents Unit of the Guild and the Publisher will appoint one member each to serve on that sabbatical committee.

Sabbatical terms shall run for a period of up to six 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 their sabbatical leave.

The collective bargaining agreements covering the correspondents unit and the home office unit allow for up to two home office sabbaticals and up to one correspondents' sabbatical to be awarded in a given year. The Committee shall award sabbaticals to applicants whose proposals the committee determines meet the criteria for awards, up to the maximum allowed in the two collective bargaining agreements. Any sabbatical awarded to a correspondent shall not reduce the number available

to employees of the home office of the Publisher.

#### **APPENDIX D—Sick Leave Bank**

Members of the Correspondents' unit shall participate in the home office Sick Leave Bank as administered by the Guild.

#### **APPENDIX E—Life Insurance Addendum**

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

#### **APPENDIX F—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.

2010

	Band A		Band B		Band C	
	From	To	From	To	From	To
<b>C1 ANNUAL</b>	\$ 59,527.22	\$ 71,124.44	\$ 71,124.44	\$ 82,037.76	\$ 82,037.76	\$ 92,267.20
<b>WEEKLY</b>	\$ 1,144.75	\$ 1,367.78	\$ 1,367.78	\$ 1,577.65	\$ 1,577.65	\$ 1,774.37
<b>C2 ANNUAL</b>	\$ 63,695.07	\$ 76,104.27	\$ 76,104.27	\$ 87,781.70	\$ 87,781.70	\$ 98,727.36
<b>WEEKLY</b>	\$ 1,224.91	\$ 1,463.54	\$ 1,463.54	\$ 1,688.11	\$ 1,688.11	\$ 1,898.60
<b>Increase % of Salary</b>	4.25%		4.00%		3.25%	

2011

	Band A		Band B		Band C	
	From	To	From	To	From	To
<b>C1 ANNUAL</b>	\$ 61,313.04	\$ 73,258.17	\$ 73,258.17	\$ 84,498.89	\$ 84,498.89	\$ 95,035.21
<b>WEEKLY</b>	\$ 1,179.10	\$ 1,408.81	\$ 1,408.81	\$ 1,624.98	\$ 1,624.98	\$ 1,827.60
<b>C2 ANNUAL</b>	\$ 65,605.92	\$ 78,387.40	\$ 78,387.40	\$ 90,415.15	\$ 90,415.15	\$ 101,689.18
<b>WEEKLY</b>	\$ 1,261.65	\$ 1,507.45	\$ 1,507.45	\$ 1,738.75	\$ 1,738.75	\$ 1,955.56
<b>Increase % of Salary</b>	4.50%		4.25%		3.50%	

2012

	Band A		Band B		Band C	
	From	To	From	To	From	To
<b>C1 ANNUAL</b>	\$ 63,152.43	\$ 75,455.91	\$ 75,455.91	\$ 87,033.86	\$ 87,033.86	\$ 97,886.27
<b>WEEKLY</b>	\$ 1,214.47	\$ 1,451.08	\$ 1,451.08	\$ 1,673.73	\$ 1,673.73	\$ 1,882.43
<b>C2 ANNUAL</b>	\$ 67,574.10	\$ 80,739.02	\$ 80,739.02	\$ 93,127.61	\$ 93,127.61	\$ 104,739.85
<b>WEEKLY</b>	\$ 1,299.50	\$ 1,552.67	\$ 1,552.67	\$ 1,790.92	\$ 1,790.92	\$ 2,014.23
<b>Increase % of Salary</b>	5.00%		4.75%		4.25%	

Band D	
From	To
\$ 92,267.20	
\$ 1,774.37	
\$ 98,727.36	
\$ 1,898.60	
3.00%	

Band D	
From	To
\$ 95,035.21	
\$ 1,827.60	
\$ 101,689.18	
\$ 1,955.56	
3.10%	

Band D	
From	To
\$ 97,886.27	
\$ 1,882.43	
\$ 104,739.85	
\$ 2,014.23	
4.10%	