Between

BLOOMBERG BNA

And

WASHINGTON-BALTIMORE NEWS GUILD

for the

EDITORIAL CORRESPONDENTS UNIT

July 23, 2016 – July 26, 2019

PREAMBLE

AGREEMENT made this twenty-third day of July, 2016, by and between The Bureau of National Affairs, Inc., hereinafter referred to as BBNA or the Publisher, and the Washington-Baltimore News Guild, Local No. 32035, The News Guild-Communications Workers of America, hereinafter referred to as the Guild, acting for and on behalf of itself and all Guild bargaining unit employees of BBNA.

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

ARTICLE I—RECOGNITION

1. Recognition. The Publisher recognizes the Guild as the representative of all 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, all managers, including with authority to hire, promote, discharge, or otherwise effect changes in the status of employees, or effectively recommend such action.

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

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

1. Probationary: During the first six (6) months of employment, an employee shall be deemed to be in probationary status and will be so notified in writing at time of hiring. Failure to give such advance notice does not mean that a new employee is not probationary. At any time during this six-month period, probationary employees may be discharged by the Publisher with or without just cause, without challenge by the Guild.

2. <u>Part-time</u>:

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

b. Employees who have been continuously employed on both a part-time and a full-time basis shall receive all the benefits of this Agreement, with credit for combined years of continuous employment in both part-time and full-time employment. Severance pay for such employees shall be based on the employee's weekly pay at the time of dismissal, except where the employee has been required by the Publisher to reduce his hours of regular employment within the 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.

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

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

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

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

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

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

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

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

2. Membership in the Guild may be terminated by email or other written notice to the Guild and BBNA (with a signed form attached) during the last 14 days of July, 2017, 2018 and 2019 and upon expiration of this Agreement. Termination of membership and the dues check off authorization shall become effective 30 days after the date of the notice.

ARTICLE IV—CHECK OFF

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

2. The individual written authorization provided for herein shall be valid for the term of the Agreement unless revoked by email or other written notice from the employee to the Publisher and the Guild (with a signed form attached) during the last 14 days of July 2017, 2018 and 2019, and upon expiration of this Agreement. Otherwise, the authorization shall be automatically renewed and irrevocable.

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

ARTICLE V—UNION RIGHTS

1. Stewards. 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 either the Unit Chairperson or one of the stewards for reasonable 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 race. 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 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 and kept at the Home Office ("M" file).

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

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

The Personnel "M" file will contain (but not be limited to) documents that are used or have been used or may be used to determine qualifications and fitness for employment, promotion, additional compensation, or termination or other disciplinary action. Excluded from the "M" file will be letters of reference; reference requests from other, prospective employers; records relating to the investigation of a possible criminal offense; medical documents, and personal financial documents.

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

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

ARTICLE VII—FUNCTIONS OF MANAGEMENT

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

- to manage, operate and change BBNA's facilities and locations;
- to direct its employees;
- to direct, plan and control all operations;
- to determine the work assignments of employees covered by this Agreement and the number of employees needed to perform such work;
- to determine the qualifications and responsibilities of employees;

- to develop and implement performance evaluation programs;
- to set performance standards, goals or objectives for employees;
- to establish and/or change existing operational methods, materials, equipment and facilities;
- to select and hire employees;
- to determine and evaluate the competency of employees;
- to schedule days and hours of work;
- to promote, transfer, suspend, discipline and discharge employees;
- to reorganize and restructure its operations;
- to lay off employees;
- to determine all editorial and content matters; and
- to divest, change or otherwise determine the scope and direction of its businesses.

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

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

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

ARTICLE 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, gender identity, race, creed, color, national or ethnic origin, ancestry, age, marital or parental status, pregnancy, genetic predisposition or carrier status, political belief, religion, or physical or mental disability.

3. 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.

ARTICLE IX—MINIMUM SALARIES

1. Effective with the first pay period following the 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, 2017, the salary scale shall be as shown in Appendix A to this agreement.

The salary scale shown in Appendix A to this Agreement as of second pay period of 2017 will not be further increased during the term of this Agreement.

2. There shall be no pay cuts during the life of this Agreement except by agreement of the parties.

3. Salaries shall be paid bi-weekly. No earlier than January 1, 2014, the Publisher may switch to a twice-per-month pay system. The Publisher will consult with the Guild at least 90 days in advance to discuss the logistics of the changeover.

4. All salary actions shall be calculated based on current weekly salary, with the resulting new salary rounded to the nearest cent.

5. 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.

6. Increases.

a. On their anniversary dates, through March 1, 2018, employees shall receive their annual increases as set out in the appropriate appendices. Effective the first pay period following the ratification of the contract in 2016 and through the first period of July, 2017, all regular full-time and regular part-time employees shall be entitled to approved annual salary increases on their anniversary dates, as follows:

All grades, Band A	4.55 % of current salary
All grades, Band B	3.6 % of current salary
All grades, Band C	3.8 % of current salary
All grades, Band D	3.15 % of current salary

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

c. Effective the second pay period in July 2017 and through February 28, 2018, all regular full-time and regular part-time employees shall be entitled to approved annual salary increases on their anniversary dates, as follows:

All grades, Band A	4.55 % of current salary
All grades, Band B	3.6 % of current salary
All grades, Band C	3.8 % of current salary
All grades, Band D	3.15 % of current salary

d. Effective beginning March 1, 2018, increases will no longer be paid on employees' anniversary dates. In connection with the transition to a uniform annual pay increase date for all employees, all regular full-time and regular part-time employees will be paid the increase for their band set forth below, effective

March 1, 2018, using the following formula: the increase for their band, multiplied by the days since their last anniversary date increase, or for new employees, their hire date, divided by 365.

6. Merit Pay. The Publisher may pay employees merit increases based on performance. BBNA's decisions to award, or not award, merit increases to individual employees, in whatever amounts, shall not be subject to arbitration under this Agreement. An employee who has progressed to the minimum of Band D for his/her grade shall be considered for a merit increase at least annually on his/her anniversary date. A uniform employee appraisal form shall be used for merit review and shall be placed in the employee's personnel file. A merit increase shall have no effect on an employee's anniversary date.

7. When a salary increase within the same grade results in a new annual salary that falls within a higher band of the grade, the higher band into which the new annual salary falls shall become the employee's band.

8. If an employee moves from C1 to C2 they will receive an increase that reflects the percentage difference between C1 and C2.

9. Time spent in a position to which an employee has been temporarily transferred shall count as time spent in the employee's regular position.

10. BBNA has no obligation to continue to pay the wage increases in paragraph 5 above after July 26, 2019 as part of any status quo period prior to the execution of any successor contract.

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 regular full-time workweek is 37.50 hours per week. BBNA may schedule full-time employees to work either a five (5) day work week or a four (4) day work week, totaling 37.5 hours, based on BBNA's operational needs. Full-time employees shall have two scheduled consecutive days off per week, which may or may not include weekend days.

2. BBNA may require Correspondents to work in excess of 37.50 hours in any week or 7.5 hours in any one day. When such work is required, the employee shall be paid at the straight-time rate for up to forty (40) hours actually worked in a single work week. Overtime work is work in excess of forty (40) hours in a single work week and shall be compensated at an hourly rate equal to one and one-half times the employee's regular straight-time hourly rate for all hours worked in excess of forty (40) hours in a single work week. Correspondents in Bands A and B are eligible for overtime pay. Correspondents in Bands C and D are eligible for compensatory time at the rate of time and a half for all hours worked in excess of forty (40) hours in a single workweek.

3. Accrual of compensatory time must be authorized in advance by the Chief of Correspondents.

4. For purposes of this Article, hours worked shall include only hours actually worked and paid holidays.

5. Compensatory time off shall be taken no later than twelve (12) weeks after it has accrued and shall be forfeited if not taken within that period. Employees must take compensatory time off in increments of at least four (4) hours, or a lesser amount of time that exhausts the employee's compensatory leave accrual, unless by mutual agreement some lesser period is determined to be proper. An employee who has requested to use his compensatory time, but has been denied, may carry over unused compensatory time past the twelve (12) week period but no longer than eight (8) additional weeks, after which time any such extended compensatory time shall be forfeited.

6. 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.

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'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.

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 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 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 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, D.C., 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. Three weeks per year (4.33 hours per pay period) during the first five years of service;

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

c. 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. Employees are responsible for accurately reporting the number of vacation hours actually taken.

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

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

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

4. An employee shall have the right, subject to the requirements of the business, to select annual leave periods in accordance with the employee's length of service with the Publisher, the senior employee in each section exercising first choice; provided, however, that a senior employee may not exercise seniority rights that would require a junior employee to cancel an approved annual leave during the two weeks before a holiday. The employee shall have the right to take the full amount of accrued annual leave in consecutive weeks if desired, provided this does not (a) interfere with the operation of the business, or (b) deprive another employee of the opportunity to have a two-week annual leave in the period between June 1 and September 15.

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

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

7. An employee who has completed the initial six-month probationary period and who resigns or who is discharged shall be paid for any annual leave earned but not taken, provided that in cases of resignation, at least two 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 compensatory time and the computation of eligibility for FMLA coverage.

ARTICLE XIV—Sick, Parenting, Bereavement, Personal, Voting Time, Parenting

1. Sick Leave.

a. 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.

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

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

d. During the term of this Agreement, employees may elect voluntarily to donate up to 37.5 hours of their accumulated sick leave to other employees if the receiving employee (a) is on approved leave without pay under the Family and Medical Leave Act or any state family and medical leave law; and (b) has exhausted all sick leave, vacation, personal leave and other paid leave available to the employee. BBNA will administer the sick leave donation program.

2. Parenting Leave.

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

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

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

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

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

4. Personal Leave. Each employee shall be allowed up to three 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.

5. Voting Leave. Any employee who is registered to vote who ordinarily is required to work on election day shall receive the necessary time off with pay up to two hours to enable him to vote in his jurisdiction.

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

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

ARTICLE XV—LEAVES OF ABSENCE

1. Personal Leaves.

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

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

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

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

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

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

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

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

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

ARTICLE XVI—HEALTH AND WELFARE

1. <u>Full-Time Active Employees</u>

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

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

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

2. <u>Part-Time Employees</u>.

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

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

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

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

3. <u>Insurance Changes.</u>

a. During the term of this Agreement and after its expiration, BBNA has the right to make annual plan design changes, changes to the length of the measurement period and stability period described in paragraph 2 above, and changes in the benefits offered under the Benefits Programs, including changes in coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to all_full-time non-bargaining unit BBNA employees covered under the Programs. In addition, BBNA has the right to make changes in the Benefits Programs that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with ACA requirements or to avoid ACA penalties or taxes, provided that such changes apply on the same basis to all full-time non-bargaining unit BBNA employees covered under the Programs.

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

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

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

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

5. Retirees

a. Except for Medicare-eligible employees, when employees retire, they shall be eligible to participate in the health benefits that are provided to employees, in accordance with the term of such programs as they may from time to time be modified by the Publisher or insurance carriers. Effective January 1, 2018, eligible retirees will be required to pay a share of premiums equal to the greater of (i) the percentage share that active employees pay for premiums in the respective year or (i) the percentage share determined under the provisions in paragraph 6 below.

b. Coverage under BBNA health benefit plans has been discontinued for Medicare eligible retirees. In lieu of coverage under BBNA's health care plans, the Publisher will provide tax-free monetary contributions to retirees to buy supplemental Medicare coverage for themselves~~,~~ and their spouses. Contribution amounts will be $3000 annually for retirees and $2400 annually for retirees' spouses. 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 retiree's use and that of their spouse/dependents. Any unused balance at the end of the year can be rolled over. Retirees and dependents who are eligible for Medicare must enroll for Medicare in order to receive the benefits set out in this paragraph.

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

d. Those who retire under the Normal/Delayed option of the retirement plan with less than 10 years of service shall not be eligible for health benefits in retirement. Employees hired after September 1, 2010, are not eligible for retiree health benefits [moved from paragraph 6].

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

a. For those who retire under the Rule of 70 option of the retirement plan, the retiree shall pay the full premium for himself and all covered dependents until the retiree reaches age 55. Thereafter, 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 the 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.

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%, 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.

c. 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.

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

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

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

7. The Publisher shall continue the joint committee established to study health care benefits. The committee shall consist of four members from the Guild, appointed by the Unit Chairperson, and four members from management. All necessary costs for the committee shall be paid by the

Publisher. In connection with consideration of any plan design changes to be made effective in 2018 and 2019, BBNA will initiate the meet and confer process with the committee no later than July 1, 2017 and July 1, 2018, respectively.

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

ARTICLE XVII—PENSIONS

1. Pension Plan. 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. Phased Retirement. 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.

3. 401(k) Plan.

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

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

ARTICLE XVIII—JOB SECURITY

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

2. Discipline and Discharge.

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

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

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

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

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

3. Reductions in Force.

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

b. In the event of a reduction-in-force, the Unit Chairperson and affected employees shall be 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.

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

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

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

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

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

5. 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.

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

ARTICLE 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. 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 the 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.

1 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 employee shall be subject to the terms of Article VIII, 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 at the Publisher's request to other bargaining unit positions, or to positions in the home office bargaining unit, shall have their moving expenses of up to $5,000 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, 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 reemployment, be credited with his total service with the Publisher for purposes of annual leave, promotion, job tenure, and severance pay (however, if severance pay is subsequently due, the prior service which has already been compensated with severance shall be deducted for purposes of the subsequent severance calculation). This credit will be granted only to employees who are re-employed within one year of their termination date. Such employee shall also immediately be recredited with any accumulated sick leave remaining in his sick leave account upon his initial termination provided the employee was not previously offered a job within two pay grades of his former position. If the employee is rehired following a technological or economic dismissal to perform substantially the same job duties at the same or lower grade, he shall be paid at the same band he was at before being dismissed.

ARTICLE XXI—SEVERANCE PAY

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

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 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 XXII—GRIEVANCE AND ARBITRATION PROCEDURES

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

2. Step 1.

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

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

3. Step 2.

a. If the grievance is denied at the first step or the supervisor has not responded to the grievance within ten (10) business days of the filing of the grievance, a written request to hold a grievance meeting may be sent to the Labor Relations office within five (5) business days of the grievance denial or the expiration of the 10-day period specified in Step 1.

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

3. Step 3: Arbitration.

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

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

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

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

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

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

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

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

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

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

8. 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.

9. 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 XXIII - WORK ASSIGNMENTS

1. a. <u>Bargaining Unit Employees.</u>

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

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

2. The Publisher's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining, except as provided in 1(b)(ii).

However, prior to making any non-temporary changes to work assignments materially impacting Guild-covered employees under this Article, the Publisher will meet and confer with the Guild about such changes.

ARTICLE XXIV—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 XXV—OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST

1. Employees are subject to BBNA's policies and guidelines implementing conflict of interests and ethics standards in news gathering and reporting. BBNA has the right to set new conflict of interests and ethics standards applicable to news and editorial employees, and modify existing standards, in its sole discretion.

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

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

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

sign individual disclosure statements relating to outside employment and outside activities in connection with implementing this Article.

ARTICLE XXVI—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 XXVII—COURT DUTY

1. A full-time employee who is required to serve on jury duty or who is required by subpoena to serve as a witness in a court of law shall be paid his regular BBNA salary while so serving. An employee absent under this Article shall be expected to spend as much time within regular working hours for the Publisher as is not required for jury or witness duty.

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

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

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

ARTICLE XXVIII—EXPENSES

1. The Publisher shall provide a phone to make calls necessary for the performance of the job; a computer (including repair and maintenance); and a printer/scanner.

2. The Publisher shall reimburse for automobile mileage under the prevailing IRS rate, parking fees or public transportation fares when on assignment; transportation, lodging, meals, and sundries while on assignment in a city other than the home city; and other necessary business expenses reasonably incurred as authorized by the Chief of Correspondents. The Publisher will reimburse correspondents who are not provided offices by the Publisher with $360 per month, effective August 1, 2016.

3. The Publisher shall pay or reimburse, upon request, up to $1,000 of the actual cost for purchasing office furniture for new employees. Medically necessary ergonomic equipment will be provided by the Publisher. The Publisher may also reimburse upon request for appropriate replacement office furniture as authorized by the Chief of Correspondents.

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

5. A meal allowance of $10.00 will be paid to an employee required to work: (a) at least two hours overtime on a regularly-scheduled workday; or (b) at least four hours on a regularly-scheduled day off.

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

7. Full-time employees who have an office outside of their homes are eligible for a bi-weekly transportation subsidy of $75.

ARTICLE XXIX —TUITION AID

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

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

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

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

ARTICLE XXX—WORK AND FAMILY

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

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

ARTICLE XXXI-FAMILY AND MEDICAL LEAVE

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

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

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

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

5. For purposes of this provision:

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

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

ARTICLE XXXII—NO STRIKE OR LOCKOUTS

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

ARTICLE XXXIII—FULLY BARGAINED

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

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

ARTICLE XXXIV—DURATION AND RENEWAL

This Agreement shall be effective as of July 23, 2016 and shall continue in effect through and including July 26, 2019.

Bloomberg BNA

Greg McCaffery

Peter Sherman

Washington-Baltimore News Guild

Paul Reilly

Antone Baltz

BBNA Bargaining Committee:

Nora Macaluso

Terry Hyland

Kevin Wagner, Chief Negotiator

Guild Bargaining Committee:

Antone Baltz

Chris Brown

Paul Reilly, Chief Negotiator

APPENDIX A—SALARY STRUCTURE

Effective Second Pay Period of July 2016

	Band A		Band B		Band C		Band D		
	From	To	From	To	From	To	From	To	Min-Max Spread
C1 ANNUAL	71,078	84,109	84,109	97,140	97,140	110,172	110,172		55%
	1,366.89	1,617.49	1,617.49	1,868.08	1,868.08	2,118.68	2,118.68		
C2 ANNUAL	76,055	89,999	89,999	103,943	103,943	117,886	117,886		55%
	1,462.60	1,730.75	1,730.75	1,998.90	1,998.90	2,267.03	2,267.03		
Increase % of Salary	4.55%		3.80%		3.60%		3.15%		

C1: Albany, Atlanta, Austin, Denver, Houston, Minneapolis, Phoenix, Raleigh, Sacramento, St. Louis

C2: Boston, Chicago, Los Angeles, New York, Norwalk, Philadelphia, San Francisco, Seattle

Effective Second Pay Period of July 2017

	Band A		Band B		Band C		Band D		
	From	To	From	To	From	To	From	To	Min-Max Spread
C1 ANNUAL	73,211	86,633	86,633	100,055	100,055	113,477	113,477		55%
	1,407.90	1,666.01	1,666.01	1,924.13	1,924.13	2,182.24	2,182.24		
C2 ANNUAL	78,337	92,699	92,699	107,061	107,061	121,422	121,422		55%
	1,506.48	1,782.67	1,782.67	2,058.87	2,058.87	2,335.05	2,335.05		
Increase % of Salary	4.55%		3.80%		3.60%		3.15%		

C1: Albany, Atlanta, Austin, Denver, Houston, Minneapolis, Phoenix, Raleigh, Sacramento, St. Louis

C2: Boston, Chicago, Los Angeles, New York, Norwalk, Philadelphia, San Francisco, Seattle

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

SUMMARY OF BENEFITS

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

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

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

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

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

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

Contributions under the BBNA stock bonus and deferred profit-sharing plan, which was discontinued at the end of 1970, are fully vested in employees. "Money Purchase" contributions in the amount of 3 percent of covered payroll, which began in 1971, are vested in employees according to the vesting schedule below. These Money Purchase contributions are no longer made and allocated to separate accounts, after the 1975 contribution. Instead, all contributions are allocated to the above 1.22 percent per year benefit formula, which remains the controlling benefit formula under the plan.

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

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

APPENDIX C—Life Insurance Addendum

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

APPENDIX D —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 E: Performance Bonus Pilot Program

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

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

1. There shall be two categories of performance bonuses: unit wide bonuses, i.e. the Bethesda Customer Retention Program, Index conversion program; and individual "commendation" bonuses.

2. Individual commendation and unit wide bonuses shall be awarded at the discretion of management for one-time meritorious work by an individual or individuals or by a unit, and in amounts that BBNA determines in its discretion. Such bonuses shall not be subject to grievance or arbitration.

3. An employee may be nominated for a bonus by a supervisor or manager or employees may self nominate.

4. All bonuses shall be reported monthly to the Guild.

APPENDIX F - Annual Performance-Based Bonus Plan

Administration Process

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

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

Corporate Performance Plan

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

- If the Corporate performance target is met in 2016, 2017 and 2018, the expected average bonus payout (corporate and individual) is 5.5% in each year. Some individuals will receive less, and some will receive more, depending on individual performance.

  Corporate Performance Plan (Eligibility)

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

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

Individual Performance Plan

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

Individual Performance Cycle:

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

Individual Performance Plan (Eligibility):

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

Performance Review and Approval Process:

- To ensure plan effectiveness, supervisors shall meet with eligible employees at least three times each year to review the employee's progress toward meeting the performance-based award under this component. The following are recommended guidelines:

  - No later than March 1, a supervisor should meet with employee to discuss appropriate performance objectives for the employee;
  - No later than August 1, a supervisor should meet with employee to discuss progress toward the objectives for the employee;
  - At least 45 days prior to the employee's annual performance review, the manager and employee will receive copies of the appraisal form to be completed by each and submitted to the HR Representative before the date of the annual performance review and formal performance

discussion. The HR Representative will meet with the manager to discuss the evaluation.

No later than Dec. 1, the supervisor should meet with the employee to discuss the employee's final appraisal. The supervisor will make every effort to provide the evaluation to the employee at least one day before the meeting.

- The final appraisal should be provided to the employee prior to the Dec. 1 meeting. This appraisal should be in writing and include, at minimum, a detailed explanation of the extent of progress an employee made toward achieving their performance objectives and a narrative that describes areas in need of improvement.
- Employees that do not receive an annual performance rating shall receive the bonus that relates to a rating of Exceeds Expectations.

  Results of this appraisal shall not be used to deny an employee the right to apply for a job opening.

Performance Bonus Criteria:

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

Grievance Process:

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

APPENDIX G- Memorandum of Understanding On 2016/2017/2018 Individual/Corporate Performance Bonus Plan

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

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

   Exceptional-7%

   Distinguished-25%

   Exceeds Expectations-36%

   Satisfactory-25%

   Inconsistent-7%

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

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

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

   For 2016 and 2107, the aggregate target payout for the Guild Corporate Bonus will be 3.0%, with a minimum of 2.0% and a maximum of 4.0%; the percentage of target payout for Guild-covered employees will be the same as the percentage of target payout for managers, except that the minimum percentage for Guild-covered employees will be 66.6% and the maximum percentage will be 133%. An example, based on the 2015 corporate targets, is shown below:

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

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