

AGREEMENT BETWEEN
NATIONAL PUBLIC RADIO, INC.
AND
NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS
(NABET-CWA)

April 1, 2006 – March 31, 2009

PREAMBLE

This Agreement made and entered into this 1st day of April, 2006, by and between National Public Radio, Incorporated, hereinafter referred to as the "Company", the "Employer", or "NPR", and the National Association of Broadcast Employees and Technicians - Communications Workers of America, (NABET-CWA), AFL-CIO, hereinafter referred to as the "Union" or "NABET".

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DEFINITIONS

Audio Material

Sound wave representations (in either the analog or digital domain) that may be recorded, manipulated, or reproduced. By way of example, audio material includes but is not limited to any or all of the following: voice tracks, actualities, ambient sound material, and music.

Audio Mixing

The combining and level manipulation of two or more sources of audio material coincident in time.

Equivalent Position

A unit position that is substantially the same in scope and function, and requires at least the same skills and knowledge, and involves at least the same level of responsibility, as that from which the Employee was previously assigned or terminated.

NPR

The not-for-profit corporate entity known as National Public Radio, Incorporated.

NPR Audio

Any audio material subject to the quality control process or produced by NPR within an NPR technical facility.

Quality Control

The process of assuring that audio material conforms to standards established by NPR.

Reduction-in-Force (RIF)

A Company action to eliminate or reduce staffing levels.

Reorganization

A planned Company action designed to add, eliminate or realign functions within the organization. A reorganization may result in a reduction-in-force.

Technical Facility

Workstation or area normally staffed by bargaining unit employees; specifically, Master Control, control rooms (including at bureau locations), the NPR West Technical Center, record centrals, the Media Duplication Center, Engineering Services shop, Satellite Maintenance depot, Network Operations Center (NOC) control room, and NPR Distribution Division owned transportable uplinks. Employees who are not members of the bargaining unit may perform work incident to their regular duties in technical facilities.

Non-Technical Facility

Workstation or area that is not normally staffed by bargaining unit employees, as well as a location where bargaining unit employees perform non-exclusive tasks. Examples

include: production rooms (e.g., edit booths/workstations, phoner booths, dubbing/cloning stations), the operations desk, feed points, filing locations, reporters workstations, member station locations and TV studio(s), areas where work is performed by information technology employees, on-line employees and project engineers. Employees who are not members of the bargaining unit may perform any work in non-technical facilities other than work assigned to Electronic Engineers.

Technical Equipment

Audio, transmission, and test equipment owned or leased by NPR, usually operated by bargaining unit employees.

ARTICLE 1

RECOGNITION

Pursuant to the Certification of Representative issued by the National Labor Relations Board on April 21, 1999, in case No. 5-RC-14591, the Company recognizes the Union as exclusive representative, for purposes of collective bargaining with respect to wages, hours and other terms and conditions of U.S. based employment, of employees in the bargaining unit described below:

All regular full-time, part-time and temporary Technicians, Electronic Engineers, Broadcast/Recording Technicians, Bureau Engineers and Bureau Broadcast/Recording Technicians, Satellite System Maintenance Technicians and Network Operations Center Technicians, Media Center Operators and Media Center Coordinators employed by the Employer in the Engineering and Distribution divisions at NPR headquarters, at the NPR West Production Center, and all U.S. bureaus, including present bureaus at Chicago, and New York; but excluding QuarterMasters, Satellite Shipping Clerks, Engineering Services Assistants, Information Technology employees, Computer System Support Administrators (CSSAs), Online employees, Project Engineers, and all other employees, clerical employees, guards, and supervisors as defined by the Act.

ARTICLE 2

NON-DISCRIMINATION

The Company and the Union agree that there shall be no discrimination against employees on account of membership in the Union; that neither Party shall discriminate against any employee in respect to Union activities or membership, or an employee's choice to refrain from same, in any manner or at any time, to the extent permitted or prohibited by the law.

Neither the Company nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability, or any other basis protected by law.

All references to employees in this Agreement shall include both sexes, and whenever either gender is used, it shall be construed to include both female and male employees.

ARTICLE 3

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to determine the number of employees to be employed; to hire employees; to assign and direct their work; to promote and transfer employees; to maintain the efficiency of operations; to determine the personnel by and facilities in which operations are conducted; to use temporary employees to perform work or services; to close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Company; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; to determine the services to be rendered; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

NPR's failure to exercise any right, prerogative, or function hereby reserved to it, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of NPR's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4

UNION SECURITY

The Company agrees that, as a condition of employment, all Employees covered by this Agreement shall, thirty (30) calendar days after execution of this Agreement, or in the case of new Employees, thirty (30) calendar days after commencement of their employment, whichever is later, become and remain members of the Union, in good standing, during the term of their employment under this Agreement or any extension thereof.

It is agreed that temporary employees hired from Universities (full-time University students) may be retained without obligations under this provision for a period not to exceed four calendar months. If they are retained beyond a cumulative four calendar months in a position covered under this Agreement, they shall be required to become members of the Union, as defined in this Article.

It is further agreed that, in lieu of the provisions above, temporary employees hired on a daily basis shall, after twenty (20) cumulative days of employment, become members of the Union and remain members in good standing in the Union during the term of the Agreement.

The Company is not required to discharge any Employee at the Union's request for any reason other than failure of the Employee to tender the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. The Union agrees to send written certified notice to an Employee regarding any delinquency in dues payment (loss of good standing) twenty-one (21) days prior to sending a discharge notice to the Company.

Upon receipt of a Union discharge notice, the Company shall immediately notify the named Employee that he shall be discharged unless, within a fourteen (14) day period, he shall reinstate himself as a member of the Union not delinquent in dues.

The Company agrees to notify the Union within fifteen (15) business days whenever a new Employee is hired under this Agreement or an Employee ceases to be employed under this Agreement. The Company agrees to include information in job postings identifying Union positions.

Upon receipt by the Company of a voluntary authorization dated and signed by an employee in the NABET unit, the Company will deduct the authorized amount from the Employee's biweekly wages until the authorization is revoked by the employee in accordance with the terms of said authorization. The Company will deduct from an employee's wages only that which an authorized representative of NABET has certified to the Company in writing, which may include initiation fee, assessments, dues, etc. for

the employee. Deductions shall be remitted to the Union Office (501 Third Street, N.W., Washington, D.C. 20001) no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month.

The Company shall furnish the Union, at that time, with an alphabetical record of those for whom deductions have been made, gross earnings of each employee for the period, and total amount of each deduction.

The Union shall indemnify and hold the Company harmless against all claims, damages, and costs, including reasonable attorneys' fees in defending any claim brought against it, arising out of or in connection with the Company's compliance with this Article 4.

ARTICLE 5

TECHNICAL RESPONSIBILITIES

A. Purpose

The purpose of this Article is to delineate jurisdiction between Employees in the bargaining unit and others who work for or provide services used by NPR.

B. Responsibilities

Subject to the exceptions described in this Article, Employees in the bargaining unit shall be responsible, under the supervision of NPR, for the following:

1. Broadcast Recording Technician (BRT); Bureau Broadcast Recording Technician (BBRT); Bureau Engineer (BE).

- a. The BRT shall have exclusive responsibility for operating technical equipment in technical facilities. Examples include recording, mixing, processing (altering) of audio signals, and live program transmissions. The BRT shall also have exclusive responsibility for remotes that: (i) involve mixing multiple microphones (three or more microphones), and/or multi-track (three or more tracks) recording; and (ii) live transmissions of NPR programs normally originated from NPR headquarters, an NPR bureau or NPR West. In addition, BRTs may be assigned to perform edits, lay-ups and mixing of audio material outside of technical facilities. The BRT may also be expected to provide technical support services for noncommercial or commercial entities that enter into a contractual agreement with the Company.
- b. As part of the BRT's responsibilities, the Company will be notified as soon as practicable when any NPR audio has been deemed objectionable by a BRT.

Instances and patterns of substandard audio reaching air will be the subject of review at the regular meetings of appropriate engineering and programming staff.

2. Electronic Engineer (EE).

The disassembly, construction, testing, maintenance, repair, installation and technical support of audio equipment and such applicable interconnect wiring and interfaces, shall be the exclusive responsibility of Electronic Engineers. The EE shall update various documentation and databases in support of these activities. The EE shall have the right to operate any technical equipment so long as such operation is for diagnostic, maintenance or repair purposes. The EE may also be expected to provide technical support services for noncommercial or commercial entities that enter into a contractual agreement with the Company. Any member

of the bargaining unit may install equipment allocated for field use. See also the provisions of Sideletter #1.

3. Satellite Systems Maintenance Technician (SSMT).

The disassembly, maintenance, repair and installation of Satellite System related equipment, measuring instrumentation, and applicable interconnect wiring and interfaces shall be a primary responsibility of the Satellite Systems Maintenance Technician. The SSMT shall have the right to operate any measuring equipment as long as such operation is for diagnostic, maintenance or repair purposes.

4. Network Operations Center Technician (NOCT).

The operation of equipment used in the Network Operations Center control room for real time distribution of program audio material shall be the exclusive responsibility of the Network Operations Center Technician. This equipment includes audio playback and processing equipment located in the Network Operations Center control room used for the Content Depot. The NOCT may also be assigned to operate NPR Distribution Division owned transportable uplinking equipment, as specified in contracts for service between NPR Distribution and its customers.

5. Media Duplication Center Operator (MDCO); Media Duplication Center Coordinator (MDCC)

The mass duplication of audio media shall be the exclusive responsibility of the Media Duplication Center Operator and Coordinator. The MDCO may operate any equipment in the Media Duplication Center designed for duplicating, monitoring, or switching sources. Mass duplication shall be defined for these purposes as six (6) or more copies made simultaneously from a single master.

6. Temporary Reassignment of Bargaining Unit Members

Employees shall not perform work normally assigned to another job classification within the bargaining unit unless, during unanticipated events, temporary (short-term) reassignments are required due to the lack of ability to provide coverage with available personnel. Such reassignments may be made on the spot with the approval of supervisors from both job classifications due to an urgent situation.

C. Other Assignments

A member of the Bargaining Unit may be assigned to work outside of the classifications covered by this agreement and may be assigned any duties covered under the terms of another collective bargaining agreement with the Bargaining Unit member's consent.

D. Exceptions

Exceptions to the technical responsibilities of Employees are as follows:

1. The Quartermaster may operate technical equipment assigned to the remote pool for the purpose of testing for proper function.

2. Technical Equipment Maintenance:
 - a. During hours that fall outside of Engineering Services' normal coverage hours, Employees may, after consultation with Engineering Management, replace and relocate technical equipment in a technical facility.
 - b. **Bureaus.** Employees, after consultation with Engineering Services, may perform simple repairs and relocate technical equipment located at a Bureau.
5. Engineering Management and Project and Senior Engineers of technical departments may:
 - a. Under urgent circumstances or during emergency operations, operate technical equipment in technical facilities to provide coverage until bargaining unit personnel can assume the responsibilities.
 - b. Management can provide occasional work breaks at the request of the employee. Management does not intend to invoke this provision to avoid the payment of overtime.
 - c. In addition to the above, managers may occasionally operate technical equipment in technical facilities for such reasons as to maintain or acquire familiarity with day-to-day operations. Supervisors shall not be used to avoid the payment of overtime, or to displace any unit members scheduled in a technical facility.
4. The bargaining unit Employee on duty shall determine whether it may be necessary or beneficial for non-bargaining unit employees to operate technical equipment in technical facilities for a specified purpose and time. In such cases, the bargaining unit member assigned to a technical facility may grant permission for a non-bargaining unit employee to operate technical equipment in that specific technical facility or an adjacent un-staffed technical facility. The decision by a bargaining unit member to allow the operation of technical equipment by a non-bargaining unit employee shall not be considered to set precedent. Permission may be revoked by the original grantor, or by any subsequent bargaining unit member assigned to that technical facility.
5. Equipment used in non-technical facilities may be installed by the Engineering Services Assistants. Equipment used in non-technical facilities may be relocated by any non-bargaining unit employee.
6. Acquired programming or freelance submissions are independently produced materials in which NPR may provide feedback or oversight support to the independent producer(s) or freelancer(s) prior to and during the preparation of such program materials. Acquired programming and freelance submissions may

be recorded, edited, processed and mixed off-site without bargaining unit employees for use "on-air".

7. Cooperative Technical Activities (Co-Productions).

A cooperative technical activity is a joint activity between outside entities and NPR for programming where NPR has some degree of ownership and control of the program material. Examples of these activities include the following:

"The New Year's Eve Coast to Coast Production"

"Wait Wait Don't Tell Me"

WGBH "Symphony Cast" Boston Symphony

KPBS Summerfest LaJolla

Cooperative technical activities generally involve unit employees to some degree but the level of bargaining unit employee participation may vary within each production. Non-NPR technicians may provide technical support when co-production agreements between NPR and other entities provide for such support. NPR will utilize unit employees in co-productions that are recorded in or originated from NPR technical facilities. NPR agrees to notify the union in writing in advance of cooperative technical activities and, at the union's request, to meet with the union to discuss the planned activity and the level of unit involvement in the activity.

8. Subcontracting

- a.** When the technical requirements for an Engineering or Distribution activity cannot be met with available staffing, equipment or skills the Company may contract for outside technical services. In circumstances where available staffing is insufficient, but where such work can be performed with unit employees on a voluntary overtime basis, it will be offered to existing unit personnel. If there are no volunteers, outside contractors may be used to perform the work. If there are insufficient numbers of volunteers available to perform the work within the time needed for completion of the work, outside contractors may be used to perform the work in addition to any volunteers.
- b.** Vendors or their subcontractors may install new equipment as part of a purchase agreement between NPR and the vendor.
- c.** It is not the intent of NPR to utilize subcontracting for the purpose of devitalizing the bargaining unit. The union will be advised of subcontracting projects. Vendors or their subcontractors may repair equipment owned or leased by NPR that is under the original factory warranty or equipment that a unit employee deems cannot be repaired due to a lack of familiarity or replacement parts for the product. While it is NPR's intent to have bargaining unit employees maintain technical equipment whenever possible, NPR reserves the right to enter into service agreements to repair, troubleshoot or

provide replacements for highly specialized or mission critical equipment where it is impractical to use bargaining unit personnel. Engineering management may designate a technician, among volunteers from the Engineering Services Shop, to consult as assigned with management and the specialized service provider to identify and diagnose problems.

- 9.** Computer equipment and related cabling in the NOC and Depot shall be installed, maintained and administered by Distribution Information Services.
- 10.** Bargaining unit employees in the Distribution division may be responsible for the operation, installation or maintenance of equipment that is not owned or leased by NPR's Distribution Division.
- 11.** The Company shall have the right to assign work of a technical nature to bargaining unit employees, but such assignment shall not create any jurisdictional rights.

ARTICLE 6

EMPLOYMENT STATUS

A. Regular Full-Time Employees

These Employees are hired for a specific classification and an indefinite employment period, and must complete an initial probation period of six (6) calendar months. Management agrees to provide a mid-probation review to advise the employee of employment progress. It shall be at the discretion of the department supervisor to determine whether the mid-probation review is written or oral. Probation may be waived prior to the completion of six months, at NPR's discretion. An Employee hired with prior service as a temporary employee in the same classification at NPR shall have fifty percent (50%) of the prior service applied to the initial probation period, up to a maximum of three (3) months. Employees in this category are hired to work a minimum 40-hour week on an annual basis of 52 weeks per year (2080 hours) and are eligible to participate in all NPR benefits.

B. Regular Part-Time Employees

These Employees are hired for a specific classification and an indefinite employment period, and must complete an initial probation period of six (6) calendar months. Management agrees to provide a mid-probation review to advise the employee of employment progress. It shall be at the discretion of the department supervisor to determine whether the mid-probation review is written or oral. Probation may be waived prior to the completion of six months, at NPR's discretion. An Employee hired with prior service as a temporary employee in the same classification at NPR shall have fifty percent (50%) of the prior service applied to the initial probation period, up to a maximum of three (3) months. These Employees are hired to work less than 40 hours per week on an annual basis of 52 weeks per year and are eligible to participate in NPR benefits, as follows:

1. 1-29 hours per week: Sick and annual leave benefits calculated quarterly based on hours worked; bereavement leave per NPR policy; and foreign war-risk coverage.
2. 20-29 hours per week: retirement (subject to eligibility requirements of the retirement plan).
3. 30-39 hours per week: the same benefits as Regular Full-Time Employees.
4. A part-time employee who works 30 or more hours per week for more than three consecutive months shall have flex credits paid for the first three months of employment in lieu of retroactive payment of medical benefits.

5. An employee who, without a break in service, converts from part-time to full-time status or the reverse, shall serve only one initial probation period in the same classification.

D. Temporary Employees

The employees in this category are appointed for a specified period to fill-in for employees on leave or on a temporary upgrade, when short-term operational demands dictate, to reduce mandatory overtime or when extraordinary circumstances prevent employees from performing necessary duties. Temporary Employees are hired pursuant to an Employee Action Form (EAF) that states the duration of employment, minimum hours per week and the nature of the assignment. NPR also hires temporary employees pursuant to an EAF on an as needed daily basis with no minimum guarantee of hours or term.

NPR shall provide the union with a list of temporary employees, showing dates of service (appointment), minimum hours per week, address, and rates of pay, at the beginning of each month. Temporary Employees, except those hired on a daily basis, are eligible to participate in the following benefits if the appointment calls for a minimum of 30 hours per week, for a minimum of three consecutive months:

- Sick, annual, personal and bereavement leave, accrued at the Regular Full-Time level
- Holiday pay
- Health and dental insurance from a health maintenance organization (if available)
- Vision care
- Life and accidental death & dismemberment insurance
- Long-term disability insurance
- Business travel insurance and foreign-war-risk coverage

D. Employment Limitations

The combined number of Temporary BRTs in Washington D.C. shall not exceed 20% of the number of Regular BRTs represented by the bargaining unit in that classification in Washington, D.C. However, any temporary employees utilized in place of full-time unit members undergoing training or to cover full-time employees on personal leave, FMLA leave, parental leave or “special annual leave utilization” (see Article 10 B (7)) will not be counted in determining whether this limitation has been exceeded.

The combined number of Temporary BRTs at NPR West shall not exceed the following numbers:

- For 5 up to 10 full-time employees – 2 temporaries
- For 11 up to 15 full-time employees – 3 temporaries
- For 16 up to 20 full-time employees – 4 temporaries
- More than 20 – 20% of the number of regular employees

However, any temporary employees utilized in place of full-time unit members undergoing training or to cover full-time employees on personal leave, FMLA leave, parental leave or “special annual leave utilization” will not be counted in determining whether these limitations have been exceeded at NPR West.

ARTICLE 7

EMPLOYEE CLASSIFICATIONS

Each Employee shall be assigned to one of the classifications described below when hired. NPR reserves the right to set the minimum qualifications for the job classifications, including but not limited to, years of related work experience and education.

A. Network Operations Center Technician (NOCT)

The essential characteristics of this position are to execute the transmission schedule of the Public Radio Satellite System (PRSS); oversee operations on the satellite transponder capacity that NPR operates on behalf of the PRSS; and to operate the technical facilities of the PRSS Washington transmission center.

B. Satellite System Maintenance Technician

The essential characteristics of a Satellite System Maintenance Technician (SSMT) is to provide technical support and maintenance services to the Public Radio Satellite System, including the Network Operations Center, Washington Uplink and related transmission facilities.

C. Electronic Engineer (EE)

The essential characteristics of this position are to construct, install, test, maintain, repair and provide technical support for NPR technical equipment and to maintain the various documentation and databases in support of these activities.

D. Broadcast Recording Technician (BRT)

The essential characteristics of this position are to operate NPR broadcast/technical production facilities and to maintain the technical quality of NPR's audio material. BRT's are currently assigned to NPR headquarters, NPR West and to NPR bureaus as described below.

Bureau Broadcast Recording Engineer (BBRE) (part of the BRT unit)

The essential characteristics of this position are to operate NPR's bureau broadcast production facilities, maintain the technical quality of NPR's audio material and provide general assistance to reporters and stringers while overseeing the administration and maintenance of the Bureau technical facility.

Bureau Broadcast Recording Technician (BBRT) (part of the BRT unit)

The essential characteristics of this position are to maintain the technical quality of NPR's audio material and provide general assistance to NPR production staff, reporters and stringers. In the course of providing general assistance to NPR production staff, reporters and stringers, the BBRT shall edit as directed by production staff, reporters and stringers.

E. Media Duplication Center Operator (MDCO)

The essential characteristics of this position are to operate multi-media duplication equipment.

F. Media Duplication Center Coordinator (MDCC)

The essential characteristics of this position are to operate technical equipment in the Media Duplication Center to duplicate material for company use and to maintain the functionality of the Media Duplication Center.

G. Other Duties As Assigned

The characteristics listed above are intended only as illustrations of the various types of work that may be performed. For example, MDCOs and MDCCs may be requested by NPR to set up basic audio/visual equipment.

ARTICLE 8

HOURS OF WORK

A. Full-Time Employees

1. A workday for Employees hired to work a five-day week consists of eight and one-half consecutive hours, including a scheduled 60-minute meal period and seven and one-half hours of scheduled work. Under the five-day format, a workshift that begins at 11:00 p.m. (local time) or thereafter is attributed to the following day. In the BRT classification, certain designated shifts (e.g., overnight and holiday) are eight consecutive hours, including a scheduled 30-minute meal period and seven and one-half hours of scheduled work. In the Bureaus and SSMT classification (the "Depot"), shifts are eight consecutive hours, including a scheduled 30-minute meal period and seven and one-half hours of scheduled work. Employees are paid eight hours of straight time pay for these workdays.
2. A workday for Employees hired to work a four-day week consists of ten consecutive hours, including a 60-minute meal period and nine hours of scheduled work. Employees are paid ten hours of straight time pay for this workday. A work shift for the four-day format employee starting at 9:00 p.m. (local time) or later is attributed to the following day.
3. On a regular workday, the minimum call for a full-time Employee shall be eight hours under the five-day format and ten hours under the four-day format.
4. A workweek consists of five workdays and two consecutive scheduled days off and days off may overlap adjoining calendar weeks.
5. A workweek under the four-day format consists of four workdays and three days off and may overlap adjoining calendar weeks. The days off will either be three consecutive days off, or two consecutive days off plus one additional day during that workweek. When the days off are "two and one", at least one of those days will be a Saturday or Sunday.
4. A pay period is a 14-day period beginning at 12:01 a.m. on Monday and ending two weeks later at midnight on Sunday.

B. Part-Time (or partial shift) Employees

Regular part-time Employees shall be subject to the same conditions as described in other provisions of this Article with the following exceptions:

1. For part-time Employees, a workday may be less than eight and one-half hours, but the minimum call shall be four hours. (See C., meal periods, for scheduling in excess of 5 hours).

2. Part-time Employees may receive, but shall not be entitled to, forty hours of compensation per workweek. However, part-time Employees shall be entitled to the minimum number of hours of compensation as designated on the EAF.
3. Part-time Employees shall be compensated at applicable overtime rates when working on a day off but only if it is a sixth day or seventh day in the Employee's workweek, or a holiday, even if the hours worked in that workweek are less than forty (See also Section I).

C. Meal Periods

All meal penalties must be authorized in advance by the Employee's supervisor or, in the case of a remote assignment, the (Senior) Producer responsible for overseeing the remote.

1. Five Day Work Week

A meal period of one-hour duration shall be scheduled and posted with the weekly schedule for all shifts greater than five hours. (See Paragraph A for 8-hour day exception, and Paragraph 2 below for 10-hour day exception). Meal periods for shifts five hours or less may be scheduled at management's discretion.

The scheduled meal shall commence between three and five hours from the start of the shift. If a full meal period does not begin within this window, cannot be completed, or is missed entirely, a penalty of 45 minutes of base pay shall be paid. Additionally, when incomplete or missed meal periods result in an Employee working more than eight hours during a scheduled eight and one-half hour workday, the hours in excess of eight hours will be paid at the applicable overtime rate.

Employees are entitled to a second paid meal period of 30 minutes in duration ten hours after the beginning of the shift. This meal shall begin within one hour of the tenth hour of the shift. If this second meal period cannot be completed, is missed entirely, or does not commence by the eleventh hour, then a penalty of 30 minutes of straight time will be paid.

2. Four Day Work Week

A meal period of one-hour duration shall be scheduled and posted with the weekly schedule for all shifts greater than six hours. (See Paragraph A for 8-hour day exception). Meal periods for shifts six hours or less may be scheduled at management's discretion.

Under the four day format, if the one hour meal period does not commence between four and eight hours from the start of the shift, or if at least 45 minutes of the meal break cannot be completed, a penalty of 30 minutes of straight time will be paid. If the meal cannot be taken at all, a penalty of one hour of straight time shall be paid.

Overnight shifts may be designated as having a "last hour lunch". In lieu of a meal penalty for such shifts, the Employee shall be considered to be "off-the-clock" on the last hour of that shift and will not be required to return to work after the meal period.

Employees are entitled to a second paid meal period of thirty minutes in duration at the start of the twelfth hour of the shift that will begin no later than one-half hour after that time. If this meal cannot be started at that time, cannot be completed, or is missed entirely, a penalty of 30 minutes of straight time pay shall be paid.

3. Subsequent Meal Periods

Subsequent meal periods of 30 minutes shall be scheduled every four hours after the completion of the second meal period, and shall be taken within one hour of eligibility. If the subsequent meals cannot be completed or are missed entirely, then a penalty of 30 minutes straight time pay shall be paid.

D. Work Breaks

In addition to meal periods, work breaks will be provided at reasonable times, when possible, at the discretion of management. A supervisor must be notified if the Employee intends to leave NPR premises and will be out of range of the in-house paging system during a work break.

D. Shift Overlap and Preparation Time

BRT shifts scheduled to open a technical facility will include a 15-minute period at its start and BRT shifts scheduled to close a facility will include a 15-minute period at its conclusion to handle the tasks noted below. All other BRT and Technical Director shifts will have at least 5 minutes of transition time at the start and end of the shift as well as a minimum of 5 minutes before and after any meal period(s) to provide time for the following tasks:

At the beginning of a shift: check email for schedule changes, prepare the facility for the day's work, including cleaning tape transport paths, and checking and adjusting as necessary record/playback levels on equipment;

Before and after lunch: replenishing any necessary supplies, and provide or obtain information regarding the status of the facility and workload; and,

At the end of shifts: normalize the equipment when closing the facility, clean the work area of debris, and check email for schedule changes.

Additional shift overlap or preparation time may be scheduled for shifts at management's discretion.

F. Changes In Schedules

1. If less than two weeks (14 calendar days) notice is given of a change in a day off for Employees working a five-day work week, a penalty of two hours straight time shall be paid.
2. With four-day work week employees, if less than seventy-two hours notice is given of a change in a scheduled day off, the Employee will be paid at the applicable overtime rate on the day they are needed to work.
3. If less than twenty-four hours notice is given of a change in any unit Employee's start time, a penalty of one hour of straight time shall be paid, unless the change results in an overtime payment in which case the employee will be paid the greater of the overtime or the penalty.
4. If less than twelve hours notice is given of a change in any unit Employee's start time, a penalty of two hours straight time shall be paid, unless the change results in an overtime payment in which case the employee will be paid the greater of the overtime or the penalty.
5. The short notice start time penalty does not apply to Employees working in shifts designated as flex shifts when the change in start time falls within the window for the shift.
6. Work schedules for the upcoming workweek must be posted no later than 3:00 p.m. local time on Thursday of the preceding week.
7. Changes to the schedule for the upcoming week for BRT's shall be as follows:

Notice of schedule changes shall be in email addressed to the affected employee. Notice of same day schedule changes for all BRTs already at work shall be by email, but BRTs will be notified either in person or by telephone conversation with a manager to check their email for that change. When a schedule change for the next work day is made after the Employee's shift ends and involves a change to in time, the employee must be notified in person or by telephone conversation, which notification shall be confirmed by email.

When a schedule change for the next work day is made after the Employee's shift ends and involves a change to the location of the first assignment for that day, the employee will be afforded a reasonable amount of time to check email for that schedule change and get to the new location.

8. Distribution management will schedule technical staff according to workplace needs with the projected schedule for each workweek to be posted by 6:00 p.m. local time on the Wednesday preceding the start of each workweek.
9. Management, at its sole discretion, may grant employees' written requests for a shift swap, flexible work schedule or special work hours. Where such requests

are granted, the employee(s) making the request shall not receive overtime or other penalties that result directly from the employee's requested change.

G. Short Turnaround

There are two types of short turnaround: one between work shifts day-to-day and one between work shifts surrounding days off. Calculations of short turnaround should be made to the nearest quarter-hour.

1. When the interval between the end of any work shift and the beginning of the next work shift is separated by fewer than twelve hours (excluding work voluntarily performed on a scheduled day off or holiday), the affected Employee shall be paid a penalty of \$9.75 for each hour (or fraction thereof) fewer than twelve. If the next scheduled shift begins less than four hours after a previous shift ended, then the shifts shall be considered as continuous duty, and all applicable overtime rates and meal period provisions shall apply. Work performed on a scheduled day off or a holiday only qualifies for day-to-day short turnaround if the Employee was drafted to work the overtime. There is no day-to-day short turnaround when a technician volunteers to work overtime on a scheduled day off or holiday.
2. When the interval between regular shifts surrounding a single day off is less than thirty-six hours, the Employee (four day format only) shall be paid \$9.75 for each hour (or fraction thereof) fewer than thirty-six. When the interval between regular shifts surrounding two consecutive days off is less than sixty hours the Employee (both four and five day format) shall be paid \$9.75 for each hour (or fraction thereof) fewer than sixty. When the interval between regular shifts surrounding three consecutive days off is less than eighty-four hours the Employee (four day format only) shall be paid \$9.75 for each hour (or fraction thereof) fewer than eighty-four.
3. Days off short turnaround shall only be calculated between the end of any regularly scheduled workday and the beginning of the next regularly scheduled workday surrounding any day(s) off as described above. For example, when a technician's shift ends at 10:00 p.m. Friday and she is scheduled to return at 8:00 a.m. on Monday, two hours of short turnaround would be paid. If that same technician worked on Saturday, the two hours would still be paid, but no days off short turnaround would be calculated between the end of the overtime shift on Saturday and the start of the regular shift on Monday.

H. Shift Differential

- a. For all work performed between midnight and 7 a.m. local time, employees will receive an amount equal to twenty percent (20%) of the individual employee's straight time base rate as shift differential.
- b. Shift differential is neither additive nor cumulative and is not considered part of base pay on which overtime rates are calculated.

c. Calculation of shift differential shall be made to the nearest quarter hour.

I. Overtime

Overtime is defined as all hours worked in excess of forty hours in a workweek, and all hours worked in excess of eight in a workday (or ten for four day), as defined in Section A. Hours worked includes the paid meal period as well as approved paid leave, and should be calculated to the nearest quarter hour. Overtime must be approved by the appropriate Engineering or Distribution supervisor.

1. Five Day Workweek

Overtime is paid at the following rates: The first four hours following the end of the regular workday shall be compensated at 1.5 times the Employee's base pay; all hours in excess of twelve, shall be compensated at the rate of 2 times base pay.

Overtime on the Employee's day off, which is a sixth day worked in the workweek, shall be compensated at the following rates: 1.5 times the Employee's base pay for the first eight hours worked; 2 times base pay for any additional hours worked over eight.

Hours worked on the Employee's seventh consecutive workday shall be paid at the following rates: 2 times the Employee's base pay for all hours worked. Overtime rates revert back to regular straight time rates after the seventh consecutive day worked even if there is no intervening day off.

Additionally, when an employee's days off change, any sixth and seventh consecutive days worked in the two-week period in which the change occurs will be paid at applicable premium rates.

2. Four Day Workweek

The overtime rates for Employees who work a four-day workweek are as follows: On a regular workday, for hours worked in excess of ten, an Employee receives 1.5 times base pay for the first four hours, and 2 times pay base for any additional hours worked in excess of fourteen.

For work performed on a fifth day in a workweek, the Employee receives 1.5 times base pay for the first ten hours worked, 2 times base pay for any additional hours worked.

For work performed on a scheduled day off which is a sixth day in a workweek, or sixth or seventh consecutive day, the Employee receives 2 times base pay for all hours worked.

J. Minimum Call

The minimum daily call for Employees on a five-day workweek working on a scheduled day off shall be four hours. The minimum call for Employees on a four-day workweek working on a scheduled day off or a holiday shall be five hours.

K. Holidays

There are ten paid Company holidays in each calendar year: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, the Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Employees working under the four-day workweek format do not receive holiday pay for two holidays: Presidents' Day and Columbus day, but instead are credited with ten hours of annual leave as each of these two days occur. Under the four-day workweek format, any work performed on these days shall be paid at the appropriate non-holiday rate.

The Company shall determine what calendar day is used to observe each holiday with the following exceptions: the day of observance for New Year's Day, the Fourth of July, and Christmas Day will be the actual day of the holiday for the bargaining unit classifications working shifts covering all seven days of the week. The exceptions will not apply to locations where technical facilities are normally staffed only Monday-Friday.

When a Company holiday falls on an Employee's normal workday, and the Employee does not work on that day, eight hours of base pay are paid. Employees working a four-day workweek shall receive ten hours of base pay. Part-time employees shall receive base pay in accordance with the minimum number of hours designated on their EAF for a regular workday.

Employees scheduled to work on a holiday that falls on their normal working day shall be compensated with eight hours of base pay (ten hours for employees working a four day workweek). In addition, they shall be paid at 1.5 times base pay for up to the first eight (or ten) hours worked; 2 times base pay for any additional hours worked. Part-time employees will receive holiday pay as noted in this section based on their regular hours as designated on the EAF.

Employees scheduled to work on a holiday that falls on the sixth day of a workweek shall be compensated with eight hours of 1.5 times base pay (fifth day and ten hours for employees working a four-day workweek). In addition, they shall be paid at 1.5 times base pay for all hours worked up to the first eight* hours (or ten hours); 2 times base pay for any additional hours.

Employees scheduled to work a holiday on a seventh consecutive workday (sixth or seventh day for the four day work week) shall be compensated with eight hours of 2 times base pay (10 hours for four day). In addition, they shall be paid at 1.5 times base pay for all hours worked up to the first eight* hours (or ten hours); 2 times base pay for any additional hours.

*(Eight hours of pay covers the initial 7.5 hours of scheduled work and the 60-minute meal period).

When a holiday falls on an Employee's normal day off, and no work is performed, the Employee shall receive eight hours of annual leave in lieu of any holiday pay (ten hours for employees working a four day workweek; base pay in accordance with the minimum number of hours designated on the EAF for a part-time employee's regular workday).

Where possible, volunteers will be sought to work shifts on holidays. A sign-up sheet will be posted six weeks prior to the holiday. All shifts listed on the sign-up sheet shall be no greater than eight and one-half hours in duration (ten hours for four day format) and shall include scheduled meal periods for shifts greater than five hours. The appropriate manager may assign shifts that are not claimed to Employees on an inverse-seniority basis.

Volunteers for the NOCT will be sought to work shifts on holidays. A sign-up sheet for the NOCT will be posted two weeks prior to the holiday. Supervisors may assign shifts that are not claimed to bargaining unit members on an inverse-seniority basis.

L. Business Travel

Travel time is defined as hours spent for a remote assignment while in transit to or from the employee's work site, home or temporary dwelling while not performing any other job duties. Travel time directly from the employee's home to a remote assignment or vice versa will be paid, but payment shall not exceed the amount of time that would have been required for travel from the employee's regular work site to the remote assignment. Time spent traveling within the United States (and its territories and possessions) shall be compensated as hours worked at the applicable rate. If the Employee performs work immediately before or after travel time, the work and travel time will be treated as a continuous shift.

Unit members assigned to duty outside of the United States shall be compensated at a straight time hourly rate during international travel, not to exceed sixteen hours total. Travel time commences upon arrival at the mass transit departure location. If work is performed after arrival, then all time spent in travel shall be included in the calculation of compensation as prescribed in Section I.

M. Remote Assignments

Employees on remote assignment, domestic or international, shall be compensated at the same rate as if at home base, with the following exception: on remote days off, if the Employee is not required to work, he or she shall receive four hours of base pay (five hours for four-day work week). If the Employee is required to work on a remote day off, then he or she shall receive a four-hour minimum call (five-hours for four day) at the applicable overtime rate.

ARTICLE 9

PAY

A. Salary Scale

Bargaining unit employees, as well as any unit employee who is paid a base salary above the step schedule before the date the contract is signed, shall receive salary level increments as follows:

Salary increases shall be scheduled as follows (increases reflected in tables below):

April 1, 2006 , 3½ % of base salary as of March 31, 2006

April 1, 2007, 3½ % of base salary as of March 31, 2007

January 1, 2008, 3 % of base salary as of December 31, 2007

January 1, 2009, 3% of base salary as of December 31, 2008

Bargaining unit employees are hired and paid according to a stepped salary schedule. The minimum base salary for these employees shall be Step 1, however, the Company reserves the right to hire employees at a higher step. Upon the anniversary date of an employee's unit seniority, the employee shall receive the base pay for the next higher step.

Bargaining unit employees who were regular employees of NPR as well as temporary employees who were working pursuant to an active EAF on August 12, 2002 shall be paid in accordance with the "A" step schedule for each job classification as follows:

Group 1A Step Schedule

For BRTs, BBRTs, NOCTs

Hired Before August 12, 2002

| Step | 04.01.06 | 04.01.07 | 01.01.08 | 01.01.09 |
|------|----------|----------|----------|----------|
| 1 | \$44,185 | \$45,731 | \$47,103 | \$48,516 |
| 2 | \$50,589 | \$52,359 | \$53,930 | \$55,548 |
| 3 | \$57,919 | \$59,947 | \$61,745 | \$63,597 |
| 4 | \$66,313 | \$68,634 | \$70,693 | \$72,814 |
| 5 | \$75,924 | \$78,581 | \$80,938 | \$83,367 |

Group 2A Step Schedule

For Bureau Engineers, Electronic Engineers, and

Satellite System Maintenance Technicians

Hired before August 12, 2002

| Step | 04.01.06 | 04.01.07 | 01.01.08 | 01.01.09 |
|------|----------|----------|----------|----------|
| 1 | \$47,278 | \$48,933 | \$50,401 | \$51,913 |
| 2 | \$59,466 | \$61,547 | \$63,393 | \$65,295 |
| 3 | \$61,973 | \$64,142 | \$66,067 | \$68,049 |
| 4 | \$70,953 | \$73,436 | \$75,639 | \$77,908 |
| 5 | \$81,238 | \$84,081 | \$86,604 | \$89,202 |

Media Duplication Center Operators are exempted from the stepped salary schedule, but shall receive a minimum base salary equal to 90% of the base salary for Group 1A, Step 1. Media Duplication Center Coordinators are exempted from the stepped salary schedule but shall receive a minimum base salary equal to seven percent (7%) above the MDCO base rate.

Individuals hired by NPR as a regular employee, temporary employee or daily hire in a bargaining unit position anytime after August 12, 2002 shall be paid according to the "B" step schedule for each job classification as follows:

Group 1B Step Schedule

For BRT, BBRTs, NOCTs

Hired After August 12, 2002

| Step | 04.01.06 | 04.01.07 | 01.01.08 | 01.01.09 |
|------|----------|----------|----------|----------|
| 1 | \$44,185 | \$45,731 | \$47,103 | \$48,516 |
| 2 | \$46,924 | \$48,566 | \$50,023 | \$51,524 |
| 3 | \$49,833 | \$51,577 | \$53,124 | \$54,718 |
| 4 | \$52,923 | \$54,775 | \$56,418 | \$58,111 |
| 5 | \$56,204 | \$58,171 | \$59,916 | \$61,714 |
| 6 | \$59,688 | \$61,777 | \$63,631 | \$65,540 |
| 7 | \$63,388 | \$65,607 | \$67,575 | \$69,602 |
| 8 | \$67,319 | \$69,675 | \$71,765 | \$73,918 |
| 9 | \$71,492 | \$73,994 | \$76,214 | \$78,501 |
| 10 | \$75,924 | \$78,581 | \$80,938 | \$83,367 |

Group 2B Step Schedule

For Bureau Engineers, Electronic Engineers, and
Satellite System Maintenance Technicians

Hired After August 12, 2002

| Step | 04.01.06 | 04.01.07 | 01.01.08 | 01.01.09 |
|------|----------|----------|----------|----------|
| 1 | \$47,278 | \$48,933 | \$50,401 | \$51,913 |
| 2 | \$50,209 | \$51,966 | \$53,525 | \$55,131 |
| 3 | \$53,322 | \$55,188 | \$56,843 | \$58,549 |
| 4 | \$56,627 | \$58,609 | \$60,367 | \$62,178 |
| 5 | \$60,138 | \$62,243 | \$64,110 | \$66,034 |
| 6 | \$63,866 | \$66,101 | \$68,084 | \$70,127 |
| 7 | \$67,826 | \$70,200 | \$72,306 | \$74,475 |
| 8 | \$72,031 | \$74,552 | \$76,788 | \$79,092 |
| 9 | \$76,496 | \$79,174 | \$81,549 | \$83,995 |
| 10 | \$81,238 | \$84,081 | \$86,604 | \$89,202 |

So long as this Agreement is ratified by the bargaining unit no later than May 25, 2006, unit employees who are employed on the date of ratification shall receive a signing bonus of 1% of the employee's base salary, payable on the first pay period following the date of contract signing.

B. Technical Director Temporary Upgrades

The Company in its discretion may assign an employee to perform duties as a Technical Director. The duties of a Technical Director will be determined by NPR.

Employees assigned as Technical Directors shall receive a flat \$2.00 per hour for all hours worked while performing Technical Director duties.

C. Pay Administration

Payment to all Employees shall be made in conformance with NPR policy, but not less frequently than bi-weekly. Compensation shall be net to the Employee and no deductions shall be made therefrom (except for such taxes and withholdings as are required or authorized by law and/or the Employee, or other deductions authorized by law or the Employee). NPR acknowledges its liability to pay all persons who have received appointments signed by the Vice President for Human Resources or the Executive Vice President.

Employees are required to submit electronic time sheets every two weeks, to report hours worked and leave used (e.g. overtime, penalty categories set forth in Article 8, sick leave, annual leave, personal leave, family/medical leave, and bereavement leave). Employees must also submit time spent during their scheduled shift on matters pursuant to Article 15.

Electronic time sheets must be completed and submitted by the employee no later than 10:00 a.m. (1000) ET on the second Thursday of the pay period. Those working weekend shifts may submit their time sheets by 8:00 a.m. ET on the Monday following the end of that pay period. There may be special circumstances when NPR will request early submission of time sheets. In such circumstances the deadline for submitting a time sheet may be advanced.

Any hours worked in a pay period or any changes to previously submitted hours which are not documented on the regular time sheet should be noted later on a supplemental time sheet and submitted to Management in a timely manner. Supplemental time sheets detailing hours worked during a given pay period that are received by 8:00 a.m. (0800) ET on the Monday following the end of that pay period will be paid with the regular check for that pay period.

ARTICLE 10

LEAVE

A. Annual Leave Accrual

Annual leave shall accrue as follows:

| <u>Years of Continuous Service</u> | <u>Hours/ Accrual Rate</u> |
|---|-----------------------------|
| 0- end of 3 rd | 120 (4.61 hours/pay period) |
| Beginning of 4 th – end of 9 th | 160 (6.15 hours/pay period) |
| Beginning of 10 th – end of 16 th | 200 (7.69 hours/pay period) |
| 17 plus | 240 (9.23 hours/pay period) |

B. Annual and Personal Leave Selection Procedure – BRT

1. At least five BRTs shall be guaranteed leave on the same dates, except during the months beginning May 1 through Labor Day in which at least six BRTs may be on annual and personal leave on the same dates. If additional BRTs may be on leave during the calendar year, the information shall be announced to the BRTs before the initial and supplemental leave selection procedures begin.
2. **Initial Selection Process.** In order of unit seniority, BRTs shall be guaranteed an opportunity to sign up for annual and personal leave they will accrue before the end of the next calendar year in which vacation is to be taken, in full weeks increments. An annual leave calendar shall be made available and maintained online to BRTs during the initial selection process. An Audio Engineering Manager shall distribute a list to BRTs that outlines the days each BRT shall have to make their annual leave selection. Each BRT shall have a maximum of two consecutive calendar days to make their selections. Dates selected for annual leave must be in increments of seven consecutive days (Monday - Sunday). Two of these days will be normal days off. When each BRTs selection window is open, the BRT must, in written form, indicate the dates selected to the Engineering Manager. After the two designated days, the next BRT in line will have the opportunity to select leave dates. The BRT shall receive written notification of approval within two business days.

3. Supplemental Selection Process. After the initial selection process has been completed, in order of unit seniority, BRTs will be given the opportunity to sign up for up to fifty percent (50%) of unused but accrued annual leave days from remaining openings in the vacation calendar, in full weeks or single days. The supplemental selection will be conducted immediately following the initial selection procedure and conclude by the end of the calendar year, with each employee having a twelve hour window within which to make his selection. Any employee with less than eighty hours of accrued but unused leave shall be given the opportunity to sign up for all such leave during the supplemental process. An updated annual leave calendar shall be made available online to BRTs during the supplemental selection process.
2. After the supplemental selection process has been completed, BRTs may request dates to use any accrued annual or personal leave for the balance of the year without regard to unit seniority, up to a maximum of eighty hours per year. The BRT must submit a written request indicating the desired dates to the Engineering Manager. Requests will be handled on a first-come, first-served basis. If such leave is requested more than three months in advance, and days are available in the original vacation calendar, Management shall approve the request. Requests made less than three months in advance or exceeding the maximum leave allotments are not considered approved until the leave request form is signed by an Engineering Manager (to be decided as soon as possible but no less than two weeks prior to the requested leave days). In the case of a tie between unapproved leave requests, the BRT with more unit seniority shall have priority.
3. An updated annual leave calendar shall be maintained online during the entire selection process and until the end of the calendar year for the vacation selections in question.
4. Once leave has been approved through the process above, it cannot be canceled or swapped with another BRT without the approval of Engineering Management less than thirty calendar days before the scheduled leave is set to commence.
5. Notwithstanding the above, the Company may, in its discretion, allow an employee to use accrued annual leave outside the process described above (“special annual leave utilization”) for approved leaves of absence.

C. Bureau Engineers and Bureau Technicians

Annual leave for Bureau Engineers and BBRTs must be approved by the appropriate Audio Engineering Supervisors (usually via electronic communications). Bureau Engineers must arrange for coverage of bureau technical staff absences. The Audio Engineering Supervisors must be notified who is covering the bureau in the absence of the Bureau Engineer. If there are two or more regular full-time BBRTs, they cannot be on annual leave at the same time, unless approved by Management.

D. Electronic Engineers

The Engineering Services Manager must approve annual leave. Only two EEs may be on annual leave at a time, unless additional requests are approved by management. Annual leave is authorized on a first-come, first-served basis. Leave may be requested up to one year in advance from the date of submission. In the case of simultaneous requests for the same days off, the EE with more Unit Seniority shall have priority.

E. Network Operations Center Technicians

Annual leave requests must be submitted no less than fourteen days in advance of the dates requested. The appropriate Distribution manager shall determine the number of NOCTs that may be allowed to be on annual leave during any given calendar month, based on operational requirements for that month. Annual leave requests shall then be granted on a first-come, first-serve basis. In the case of simultaneous requests for the same days off, the NOCT with more Unit Seniority shall have priority.

F. Media Duplication Center Employees

The appropriate Audio Engineering Manager must approve annual leave. Only one MDC unit member may be on annual leave at a time, unless additional requests are approved by management. In the case of simultaneous requests for the same days off, the MDC employee with more Unit Seniority shall have priority.

G. Satellite System Maintenance Technicians

Annual leave is authorized at the discretion of the Employee's supervisor. Annual leave requests for more than two consecutive days off must be submitted no less than fourteen days in advance of the dates requested. No more than two SSMTs may be on scheduled annual leave simultaneously, unless additional leave is approved by management. In the case of simultaneous requests for the same days off, the SSMT with more Unit Seniority shall have priority.

H. No bargaining unit employee may be recalled to duty during annual or personal leave except for critical operational reasons. In such cases, the Company agrees to fill the shifts first with volunteers from the non-vacation staff, and then with volunteers from those on annual or personal leave. The Company shall not be arbitrary or capricious in canceling vacation and shall not use this exception to avoid the payment of overtime.

I. An Employee may carry over up to 240 hours of annual leave into the next calendar year. In the event of resignation or involuntary termination, an Employee shall receive pay for all unused annual leave in a lump sum. If the Company, due to an operational need, either permits an Employee to cancel approved leave or prevents an Employee from using annual leave in excess of 240 hours in any calendar year, Management shall grant that Employee permission to carry over that excess annual leave into the next calendar year. The Employee must use the excess annual leave at the next available opportunity, but no later than June 30 of the carryover year.

J. Parental Leave

Per NPR policy, Employees who are parents may be granted up to twenty-four hours of unpaid leave during any twelve-month period to attend or participate in school-related events for their children. "Parent" is defined as the natural or adoptive mother or father, or a person who has legal custody or acts as a guardian of a child. "School-related activity" means an activity sponsored by a school or associated organization, such as a parent-teacher organization. Employees must give their supervisors at least ten calendar days notice prior to the event for which leave is requested, unless the need to attend the school-related event cannot be reasonably foreseen. Parental leave requests may be denied if granting the request would disrupt NPR's business and make the achievement of production or service delivery unusually difficult. Employees may elect to use accrued vacation or personal days. Sick leave may not be used for this purpose.

K. Sick Leave

Sick leave shall be granted in accordance with NPR policy, except for the following provisions, which supersede NPR policy:

1. For routine medical appointments, unit employees must submit a sick leave request to their supervisor a minimum of ten calendar days prior to the appointment. If the appointment is canceled, notice to management is expected as soon as practical, and the Employee may be assigned wherever needed. Unit employees seeking to change previously granted sick leave to another type of leave must file a change of leave request with the appropriate manager more than twelve hours in advance.
2. In the case of unanticipated sick leave (emergency, illness, etc.) the unit employee must make reasonable efforts to speak to a designated supervisor by telephone no later than two hours prior to the start of their shift for that day or as soon as practical. In making "reasonable efforts" to speak to a supervisor, unit employee must first call the supervisor pager and leave a return telephone number (for BRT's call the rotating supervisor pager). If there is no response within fifteen minutes, the BRT must also contact master control to speak to a supervisor. The BRT may call master control before the elapse of the fifteen minutes in these efforts.
3. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement regarding patient care must be provided to the department supervisor or manager.
4. Medical certification may be requested for other sick leave absences as well, and may be required as a condition of receiving sick leave. The supervisor may require medical certification in the following situations: negative sick leave balance, record of excessive sick leave absences, pattern of sick leave absences, and for FMLA covered reasons.

5. Abuse of sick leave, failure to follow notification procedures or failure to provide medical certification may result in disciplinary action.

L. Bereavement Leave

Per NPR Policy, except that bereavement leave may be used in the event of death of an individual that shares a family-like relationship to the employee.

M. Leave of Absence

Per NPR Policy

N. Leave Under The Family and Medical Leave Act

Per NPR Policy

O. Personal Leave

Benefit eligible employees hired before July 1 shall receive two personal days off per calendar year. Benefit eligible employees hired after July 1 receive one personal day for that calendar year and two in subsequent years. Personal leave must be requested in advance and approved by the employee's department manager. Personal leave days cannot be accumulated and carried over into the following calendar year. Personal leave cannot be taken as the last day of employment.

P. Jury Duty

Per NPR Policy

Q. Military Leave

Per NPR Policy

R. Leave Sharing

Per NPR Policy

S. Unauthorized Absence

Absence unaccounted for under this Agreement is unauthorized and shall result in disciplinary action, up to and including termination. Unauthorized absences of three consecutive workdays may be considered job abandonment and result in immediate termination.

- T. "NPR policy" shall be the NPR policy updated and maintained on the Company's intranet site.

ARTICLE 11

ASSIGNMENT OF WORK

Subject to the provisions of this Article, Employees will be assigned to work shifts as necessary to meet the requirements of the Company's technical operations. Work shifts begin and end at the times posted in the schedule unless management makes or approves a change to the Employee's schedule. Employees are expected to be at their assigned workstation, ready to begin work at the time posted in the schedule, and remain on the shift until they are relieved or the posted "out" time.

A. Shift Assignments (Regular unit Employees)

1. Work shifts begin and end at the times posted in the schedule unless the appropriate unit manager makes or approves a change to an Employee's schedule. An Employee on remote assignment shall receive schedule changes from the Company's designee (i.e., a producer or technical director). Employees are expected to adhere to changes in work assignments and schedules communicated by the Company per the provisions of this Agreement (Article 8, Section F). Employees must immediately inform a manager if they cannot comply with a change in schedule. (See A2 below). Management, at its sole discretion, may grant an Employee's written request for a flexible work schedule, shift swap or special work hours. Where such requests are granted, the Employee will not receive overtime or other penalties that result directly from the Employee's requested change.

2. A Unit Employee who is unable to meet a schedule change must make reasonable efforts to speak to a supervisor in his/her department by telephone as soon as possible. In making "reasonable efforts" to speak to a supervisor, the unit employee must first attempt to call a supervisor in the building directly. If the unit employee is unable to reach a supervisor, then he/she must call the supervisor pager and leave a return telephone number (for BRTs call the rotating supervisor pager). If there is no response within fifteen minutes, the unit employee must contact master control to speak to a supervisor.

3. Management has the right to temporarily change an Employee's schedule to meet operational needs, subject to the provisions of Article 8. The Company agrees not to invoke such rights to circumvent the shift selection provisions of Article 11.

4. Shift Selections

Generic shifts are templates indicating the start and end times, meal period and duties/assigned facilities (where applicable) for each shift. Except as noted in Article 11 3(a)(11) once unit employees begin to select shift preferences, the shift generics cannot be changed for the duration of the selection process without the

consent of the Union. Unit employees on initial probation shall not participate in the shift selection process and will have their schedules determined by the Company.

a. BRTs

- i. Shifts are determined by a seniority shift-preference system by geographic location.
- ii. An electronic Sign Up Schedule for Shift Preference begins during each July and January for the Shifts that begin near the beginning of September and March of each year. Specific dates are published electronically to technicians in advance of commencement of each sign-up.

Technicians scheduled to be on vacation or remote assignment during the sign-up period must complete the "Shift Preference Selection for Absent Staff" form so supervisors or managers will have contact information or know preferences when the individual's shift preference window occurs.

Technicians are expected to remain flexible when there are operational needs (training, remotes, leave requests, emergencies, etc.) that require assignment to other than the registered preference.

The Selection Process

Each technician is given a 12-hour window in which to select and submit their preference. Technicians must check the Selection Schedule to determine their individually assigned window of time to sign-up.

Shift selection is tracked through the continual updates to the Status page on AEHelp. All information pertinent to shift preference procedures is furnished on the NPR Intranet.

During the designated 12-hour selection window, technicians submit email of their selection to the designated engineering manager, together with any copies as noted on the Intranet instructions. If selections are phoned in, they must be followed up in writing or email ASAP. If for some unforeseen reason a selection can not be submitted during the technician's assigned 12-hour window, a written explanation from the technician is required. At that time a determination will be made about an extension of time to sign-up.

Technicians should monitor the AE Help page for updates.

- iii. The process shall consist of:
 - a) the posting of the list of generics and the selection schedule;
 - b) the selection of shift preferences by each BRT;
 - c) the posting of the new shifts; and

- d) the commencement of the shift term.
- iv. The appropriate Supervisor shall draft a selection schedule whereby every BRT will be given a twelve-hour window of opportunity to make a selection. The window of opportunity shall begin at either 3:30 a.m. or 3:30 p.m. ET.
- v. The list of shift generics and the selection schedule will be posted on the NPR Audio Engineering Intranet Home Page at least two weeks prior to the commencement of shift selection.
- vi. Each BRT must indicate his shift preference in writing and deliver it to the designated Engineering Manager. It will be the BRT's responsibility to stay abreast of when he must submit his selection to the Manager. After the twelve hour period has passed, the process moves to the next BRT on the selection schedule.
- vii. BRTs may only select shifts for which they are qualified. The Company agrees to provide information to employees specifying their present qualifications based upon experience and training. If a BRT submits a written request to receive training to qualify for a specific shift, Engineering management shall make a good faith effort to offer that training. In determining whether to offer training, NPR may consider such factors as the number of employees needed to perform the work and the number of employees already trained.

If the request for training involves the opportunity to select a shift in the immediate shift pick process, and involves qualifying the employee for a portion of the desired shift, management agrees to consider such a request, and if agreeable in its discretion, permit the employee to select the shift, and to provide such training in advance of the commencement of the shift.

- viii. BRTs scheduled to be on leave for fifty percent or more of the next shift term will not participate in the shift selection process for that term and shall be assigned to a shift for the balance of that term.
- ix. In order to meet workload and operational needs, a certain number of generic shifts shall have variable duties and start times. The Company shall advertise these shifts as "flex shifts" during the selection process. Flex shifts shall include up to a four-hour window for the range of start times for each shift. Engineering management agrees to make reasonable efforts to schedule actual start times within the specified window for each flex shift.
- x. BRTs who are on an appointment as Technical Director shall be excluded from the shift selection process for the duration of their appointments.

- xi. Changes to the Generics may occur without violating the shift pick process for the following reasons: the introduction of a new program; the cancellation or delay of a program; changes in facility usage. No more than twenty five percent (25%) of the generics may change during any shift term without approval of the union.

b. All Other Units

The appropriate Supervisor of each remaining unit, except the SSMT unit and Media Duplication center, shall create a list of generic shifts required for that unit. Twice per year, during the months of February and August, each unit shall have an opportunity for shift selection. The Employees of each unit shall have an opportunity to designate a shift preference among the available shifts in order of unit seniority. The new shifts shall commence the first Monday in March and the first Monday in September. The Company may limit the choice of generics for a particular individual based on previous performance concerns on the selected shift. If at any time the generics change for any unit, and the change cannot be accomplished by a mutually agreeable change or voluntary swap, then a shift selection shall be held for that unit, as described above, at the earliest opportunity.

The SSMT unit and the Media Duplication Center unit shall have schedules established by the Company without a shift selection process.

D. Assignment of Technical Directors (TD)

1. Each year, or in the event of a vacancy, at the expiration of a TD term, department managers shall invite unit employees to apply for the vacant position(s) via electronic mail. All non-probationary Employees are eligible to apply. The limit for service in any appointment as a TD is two consecutive one-year terms. Partial terms of less than six months shall not count against the term limit rule. The term limit rule shall be waived for any TD assignment in which there are no other qualified applicants for that term. In the event no qualified unit employee applies for a TD assignment, Engineering management may assign, in inverse seniority, a qualified unit employee to fill the term.
2. During the shift selection process unit employees shall provide email notice to the Scheduling Supervisor of their interest in filling-in or otherwise obtaining experience for becoming a Technical Director during the upcoming shift term. In order to become familiar with the position, unit employees shall be allowed to fill in for absent Technical Directors in order of unit seniority and to attend Technical Director meetings, as staffing levels permit.

C. Assignment of Technical Directors for Other Units

There shall be no term limits for the assignment of Technical Directors in other units. In the event of a vacancy, the appropriate Department Manager shall notify the

members of the appropriate classification of a vacant TD position, via email. The TD shall be selected by the Department Manager from among qualified volunteers. In the event there are no qualified volunteers, Management reserves the right to draft, in inverse seniority, a qualified technician for a TD position. .

D. Remote Assignment Procedure for BRTs

1. General news remote assignment types include tape syncs, interviews, and sound gathering (using up to two microphones). General news remote assignments are local (less than fifty miles from the BRT's regular work location). Advanced news remote assignment types include more than two microphones and/or multi-channel sound gathering, live news events, out of town news remotes, or pool transmissions. Advanced performance remote assignment types include orchestras, operas, and all other music and theatrical performances and/or transmissions.
2. Engineering management shall announce each advanced news and performance remote opportunity via electronic mail as soon as the remote request is received. Where possible (in the absence of any time constraints) the announcement shall invite unit employees to declare their interest in the remote opportunity in an electronic mail reply.
3. Advanced news and advanced performance remotes shall be assigned by the Company. The remote will be assigned to the qualified respondent with the longest period of inactivity unless in the reasonable judgment of NPR, another employee has skills and experience applicable to the remote. A Technical Director may be assigned to a remote, irrespective of the period of inactivity, for show requirements. Unit employees who have successfully completed NPR sponsored training in the assignment type and/or have prior successful experience in the assignment type shall be considered qualified for equivalent opportunities.

If no qualified employees responds to an announcement, and an employee is drafted for that assignment, that assignment shall not be counted as a remote activity for that employee when considering periods of inactivity for future assignments.

Once an employee is voluntarily assigned to a remote, that assignment will be included in determinations of longest period of inactivity for subsequent remotes even if those determinations are made before the actual remote in question takes place. If said remote is canceled, the employee's inactivity shall be adjusted accordingly.

E. Remote Assignments for Other Units

The appropriate department Manager shall announce each remote opportunity via electronic mail as soon as the remote is confirmed. The announcement shall invite

unit employees of that classification to declare their interest in the remote opportunity in an electronic mail reply. The Company shall assign the remote to the qualified respondent with the longest period of time between remote assignments, provided, however, that the Company reserves the right to deviate from this procedure to meet the specifications of the remote assignment and for other reasonable business reasons.

F. Transfer and Promotion

Transfers and promotions of unit employees shall be on a voluntary basis except as provided herein and in Articles 5 and 20.

G. Training

1. NPR recognizes that training is integral to the career advancement of unit employees. NPR shall provide Employees with Company-sponsored training in the baseline (required) aspects of their job classification and shift assignment. For the EE and SSMT classifications, NPR shall provide Company-sponsored training in the primary aspects of their particular job classification and shift assignment. Additional training, designed to qualify unit employees for advanced remotes, technical director assignments, and special assignments/projects within their job classifications, may be provided by NPR to employees requesting such training. In determining whether to offer training, NPR may consider such factors as the number of employees needed to perform the work and the number of employees already trained. Training designated by the Company as mandatory shall be assigned to qualified Employees in inverse order of unit seniority if no unit employee(s) volunteer for the training opportunity.

2. Training for Remote Assignments for BRTs:

- a. During their first three years of employment in the unit, regular Employees shall receive training and be assigned to general news remote types.
- b. NPR shall make a reasonable effort to provide training to any Regular Employee who requests in writing training in an advanced news remote type and may assign the Employee to a lead assignment on an advanced news remote as part of the training, if such training may reasonably be assigned. In determining whether to offer such training, NPR may consider such factors as the number of employees needed to perform the work and the number of employees already trained.
- c. NPR shall make a reasonable effort to provide training to any Regular Employee who requests in writing training in recording performance events and may assign the Employee to a lead assignment on an advanced performance remote type, if such training may reasonably be assigned. In determining whether to offer such training, NPR may consider such factors

as the number of employees needed to perform the work and the number of employees already trained.

ARTICLE 12

SENIORITY

A. General Seniority Provisions

Two types of seniority exist within the bargaining unit: Company Seniority and Unit Seniority.

1. **Company Seniority** is measured as the length of service the Employee has with the Company, beginning with the first continuous, uninterrupted date of hire. It includes time spent on paid leave and leave for military duty. Company Seniority is the controlling factor with respect to annual and sick leave accrual, and benefits, including severance.
 - a. A Regular Employee who resigns or is discharged and is not reinstated through the grievance and arbitration procedures shall be treated as a new employee if rehired, except the employee's sick leave balance shall be reinstated in full if re-employed within five years.
 - b. A Regular Employee laid off due to a reorganization or RIF for a period of less than five years shall, if rehired, have his annual leave accrual rate reinstated and his sick leave balance restored.
 - c. A temporary employee (previously eligible for benefits) who is rehired within six months of their last appointment shall have their sick leave balance restored and shall be immediately eligible for health benefits and life and LTD insurance (if hired for 30 hours or more per week).
2. **Unit Seniority** is measured as the length of service as a regular Employee or temporary Employee that is accumulated in a respective Employee bargaining unit classification. Unit seniority is established at date of regular employment. Unit seniority includes hours of continuous temporary service and any additional temporary service hours (capped at forty hours per week) accumulated in the prior two-year period. Unit seniority also includes time spent on paid leave, leave for military duty, and approved FMLA leave. Unit seniority is suspended during any other unpaid leave of absence.
 - a. Unless otherwise stated in this agreement, unit seniority is the controlling factor with respect to annual leave selection, holiday shift assignments, shift selection, mandatory overtime (drafting), reductions-in-force, and recall.
 - b. Each employee classification shall have unique unit seniority lists by geographic location. The lists for each classification shall not be co-mingled for the purpose of reduction-in-force. MDCCs and MDCOs shall be shall

be considered equivalent positions. BBRTs and BREs shall be considered equivalent positions.

c. Seniority shall terminate when:

1. A layoff exceeds nine (9) months;
2. An Employee is discharged and not reinstated through the grievance and arbitration procedures;
3. An Employee resigns, or;
4. An Employee accepts employment at NPR outside the bargaining unit.

B. Specific Seniority Provisions

1. Simultaneous Employment

Employees sharing the same date of hire shall use some form of a tiebreaker in the presence of the appropriate departmental Manager and a Union representative within one week of employment to determine seniority standing. In the event of adjusted seniority creating a tie, the employee with the descending service time shall be treated as more senior.

2. Regular Part-time Employees

a. The seniority of regular part-time Employees is calculated as follows:

If the Employee works less than 40 hours per week, then he shall accrue seniority as a function of all paid time, up to a maximum of 40 hours in a week. Such seniority shall be expressed as accumulated hours of service.

Every paid hour shall be credited as one hour of accumulated service. In the event of a RIF, conversion to a full-time position, or establishment of part-time positions subject to shift picks, audits shall be done to establish seniority.

b. An example of the conversion process would be as follows: if a part time Employee has 2,920 hours of seniority and becomes a full-time Employee, then his new Unit Seniority shall be calculated as 2,920 hours, divided by 40 hours per week, equaling 73 weeks. In this case, 73 weeks would be subtracted from his new date of hire, giving him 73 weeks of unit seniority in his new status.

c. When any Temporary Employee accumulates 4,160 regular hours in a consecutive twenty-four month period, NPR will create a regular full-time position for that job unless such hours are used to release other Employees for training or leaves of absence.

2. Assignment of Overtime and Mandatory Work

a. Shift Extension

Shifts Less than Four Hours

When overtime is required resulting in an extended shift, the manager will inform the employee on that shift of the overtime opportunity. If the employee requests release from the overtime assignment, reasonable efforts shall be made by management to locate another qualified employee with similar work hours to work the extended shift. The extended work hours will be assigned on a first-come, first-served basis without salary discrimination.

If there are no volunteers, the original employee asked to perform the work will be required to work the extended shift hours.

Shifts of Four Hours or More

When overtime is required resulting in an extended shift, the manager will inform the employee on that shift of the overtime opportunity. If the employee requests release from the overtime assignment, reasonable efforts shall be made by management to locate another qualified employee with similar work hours to work the extended time. The extended work will be assigned on a first-come, first-served basis without salary discrimination, except that it need not be offered to an employee if a short turn around penalty would result.

If there are no volunteers, management will first seek qualified temporary employees, followed by qualified regular employees with similar work hours by inverse order of seniority, (in both cases without causing a daily short turn around penalty). After an employee is drafted to work once in a calendar month, he or she will be exempt from further draft for the remainder of the calendar month, unless the list of qualified employees is exhausted prior to the end of the month.

b. Overtime on a Day Off

When vacant shifts need to be filled, management will inform regular employees who have the day off of the opportunity. The shift will be assigned to the qualified regular employee on his or her day off who first volunteers for the shift.

If there are no volunteers, management will seek qualified temporary employees to volunteer. If no qualified temporary employee volunteers, management will draft qualified regular employees on a day off in inverse order of seniority, without causing short turnaround (unless there is no other

qualified employee available to draft). After a regular employee is drafted to work once in a calendar month, he or she will be exempt from further draft for the remainder of the calendar month, unless the list of qualified employees is exhausted prior to the end of the month.

c. Holidays

Management will first follow the sign-up process described in Article 8K of this Agreement. If no qualified employee volunteers, management will seek qualified temporaries, and then draft qualified employees in inverse seniority order. After a regular employee is drafted to work once in a calendar month, he or she will be exempt from further draft for the remainder of the calendar month unless the list of qualified regular employees is exhausted prior to the end of the month.

4. Transfers Within the Bargaining Unit.

Prior to any transfer, the Company shall notify the Employee whether or not his position will be held for his return during the new probation period. In the event an Employee transfers to another classification, the Employee shall be placed at the bottom of his new classification for purposes of Unit Seniority. The Employee shall be subject to a new probation period in the new classification unless the probation period is shortened or waived by management. Management may also waive the probation step salary and pay the Employee at a higher step. If the Employee returns to a previous unit classification, his previous Unit Seniority shall be restored.

ARTICLE 13

LAYOFF AND SEVERANCE

A. Notice of Layoff

Regular employees involuntarily terminated because of a reorganization or reduction-in-force ("RIF") shall be eligible to receive 4 week's notice or 20 days pay in lieu of notice; however, there shall be no notice or pay in lieu of notice for temporary employees or employees who are on initial probation. An Employee who is involuntarily terminated because of a RIF shall be entitled to severance pay up to a maximum of 125 days base pay.

NPR agrees that for the term of this Agreement, there shall be no involuntary layoff of any employee employed as a full time or part-time regular employee on the execution date of this Agreement, except: (i) layoffs caused by loss of programming resulting in the layoff of both non-bargaining unit and bargaining unit employees, or (2) as a result of economic circumstances resulting in the layoff of both bargaining unit and non-bargaining unit staff.

B. Layoff Procedure

1. Each bargaining unit classification shall have its own seniority list, by geographic location. The lists shall not be co-mingled in the instance of a reduction-in-force. Staff reductions shall occur in inverse order of unit seniority, by geographic location. BBRT'S and BRE'S are considered a single unit for purposes of a RIF. MDCOs and MDCCs are considered a single unit for purposes of a RIF.
2. NPR shall make a good faith effort to combine the available temporary work in a geographic location so that an employee who would otherwise be laid off, can continue to work on a full or part-time basis.
3. Prior to the layoff of any regular full-time or part-time Employees, NPR shall convert part-time employees hours to adjust their unit seniority (see Article 12), and place them accordingly on the unit seniority list for full-time Employees within that classification at that geographic location. Any RIF at that location will then proceed by inverse seniority. When a part-time employee with greater seniority than a full-time employee who is scheduled for layoff does not accept a full-time position/shift that remains, the part-time employee will be RIFd and the full-time employee with less seniority will continue employment.
4. If a layoff is scheduled, an employee with greater seniority may, with the approval of NPR, volunteer to accept the layoff, in which case he shall be paid severance under this article as a lump sum and shall forfeit his seniority and recall rights.

5. The Company may, with notice to the union, select an employee for layoff out of seniority. In consideration of the employee accepting the layoff out of seniority and waiving recall rights, the Company will offer an incentive, to be negotiated at that time, over and above regular severance benefits. The union will not reject an incentive offer that the employee is willing to accept.
6. Any employee laid off in a classification in a geographic location, shall be given the opportunity to perform any temporary work in that classification and location.

In the event that the Company has short-term operational needs during the period of a layoff in an affected classification and geographic location, each such work assignment shall be offered to laid off employees(s) in that classification and location with recall rights in order of seniority.

If the laid off employee accepts such offer, the employee's severance benefits for that week will be reduced by the amount of pay that he/she receives that week but it is the intent of the parties that the employee receive full severance under Section F of this Article unless recalled. So, for example, if the employee were entitled to five days of severance and was recalled to work one day, he/she would receive four days of severance for that week. The following week he/she would receive the fifth day of severance.

NPR may use non-RIFd temporary employees only if there are not enough qualified laid off employees available to perform the work.

C. Re-Employment Consideration (Recall)

An Employee subject to involuntary layoff shall be eligible for recall for up to nine months from the date of layoff. However, a laid off Employee accepting temporary employment, shall have the recall call period extended by one day for each day worked on a temporary basis, up to a maximum of three months extension. Recall shall be in order of unit seniority. The Employee shall be offered an equivalent position by classification by geographic location. MDCCs and MDCOs shall be considered equivalent positions for the purpose of recall. BBRTs and BREs shall be considered equivalent positions for the purpose of a recall, by geographic location.

D. Re-Employment Procedure

For nine months after involuntary layoff (extended as set forth above, for temporary employment), Human Resources shall notify eligible Employee(s) by certified mail or e-mail of any opening(s) in the Employee's last held classification, by geographic location. To receive such notices, the Employee must maintain current addresses (home and e-mail) on file with Human Resources. The Employee must respond to the notice within ten (10) days of receipt of such notice to retain re-employment rights.

E. Reinstatement of Benefits

Employees who are recalled under this procedure shall have non-probationary status unless they were on probation at the time of the lay off. All accrued and unused sick leave shall be reinstated and previous NPR service shall be recognized when re-establishing pay, annual leave accrual and seniority. However, if a laid-off Employee who received severance pay is recalled to work, the calculation of any subsequent severance pay shall start on the date of re-employment.

B. Severance

1. Regular Employees covered by this Agreement who are terminated by NPR as part of a reorganization or reduction-in-force shall be eligible for severance pay equal to one day's pay for each month of the employee's current uninterrupted period of employment with NPR (as defined in Article 12.A.1) on non-probationary status, with a minimum of 10 days and a maximum of 125 days.
2. A temporary employee shall be entitled to severance only in connection with an assignment worked more than 26 continuous weeks for at least 30 hours per week, where the employment is terminated prior to expiration of the temporary assignment. A temporary employee is eligible for a maximum of six (6) days of severance, payable after thirteen (13) weeks of separation from employment.
3. An employee may elect to receive his severance payments in either a lump sum payment or in bi-weekly installments equal to the regular bi-weekly base salary paid during the most recent employment period. Employees receiving a lump sum payment must waive all rights to temporary reemployment.
4. Severance payments shall cease if an Employee is re-employed by NPR as a regular employee before all severance payments have been received. The balance of unpaid severance payments (if any) shall be included in any future severance calculation.
5. If the Employee elects to and receives a lump-sum severance and then subsequently accepts a position with NPR, the Employee shall, pursuant to a written agreement, return the balance of the severance upon reemployment in any regular position with the Company.
6. Severance is calculated based on Company seniority, excluding three months of the initial probation period and any temporary time that is not continuous. If an employee is rehired, unpaid severance shall be restored for future severance eligibility. Employees terminated while on initial probation shall not be entitled to severance pay.

ARTICLE 14

SAFETY AND HEALTH

NPR recognizes that providing a safe work environment is appropriate. NPR agrees that it shall make reasonable efforts to provide and maintain safe working conditions and sanitary facilities in accordance with applicable health and safety laws and regulations. No Employee shall be required to perform work under abnormally dangerous conditions of work that could represent a danger to himself.

To further the goal of maintaining a safe work environment, the following procedure is established: Employees with specific problems related to physical work conditions may bring them to the attention of a person designated by NPR. If the Employee has not received an adequate response within 14 calendar days, the matter shall be referred to the Advisory Committee provided in Article 22. In addition, NABET-CWA may refer any general matters related to physical work conditions to the Advisory Committee. NPR shall respond to recommendations of the Committee on matters related to physical work conditions within 30 calendar days of receiving them. Committee recommendations are not binding on the Company.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURES

- A. As used in this Agreement, the term “grievance” shall mean any complaint by an employee or the Union as to the interpretation or application of any express provision(s) of this Agreement occurring during the term of this Agreement. Grievances may be filed and processed only through the procedure outlined herein. The Company and Union agree to attempt to settle any such grievance as promptly as possible through the grievance procedure, which shall be as follows:

Step One - - The employee shall discuss his/her complaint or grievance with the supervisor. Alternatively, the employee may bring the complaint or grievance to the attention of a steward and request the steward to present the matter to the supervisor. It is agreed that such matters must be raised within fourteen (14) calendar days of the occurrence of the event or fourteen (14) calendar days of the date when the Union knew or should have known of the occurrence of the event (but in no event more than thirty calendar days from the occurrence of the event). If no satisfactory settlement is reached, the Union may proceed to step two (2). Step One is deemed completed when the supervisor gives his answer to the complaint or grievance. Said answer may be oral or written and shall be provided within fourteen (14) calendar days of the employee’s/steward’s discussion with the supervisor.

Step Two - - The steward shall reduce the grievance to writing on a form provided by the Union and shall present said written grievance within seven (7) calendar days of the conclusion of Step One to the supervisor and department head, with a copy to the Vice President of Human Resources. The written grievance must set forth the facts giving rise to the grievance, the provision(s) of the Agreement alleged to have been violated, the names of the aggrieved employee(s), and the remedy sought. The supervisor and department head shall meet with the steward and grievant to discuss the grievance within fourteen (14) calendar days of receipt of the written grievance to attempt settlement. The supervisor or department head shall give his/her written disposition within seven (7) calendar days of the meeting. If the supervisor’s written disposition is unsatisfactory to the Union, the grievance may be moved to Step Three.

Step Three - - The International Representative may present the grievance to the Vice President, Human Resources or designee within seven (7) calendar days of the conclusion of Step Two. International Representative shall be defined as an officer or staff member of the International. The Vice President, Human Resources shall discuss the grievance with the International Representative and respond to the grievance in writing within fourteen (14) calendar days. If the Vice President, Human Resources, does not meet and respond within the fourteen day period, the Union may proceed directly to arbitration.

Step Four - - In the event the grievance is not satisfactorily resolved in Step Three and the Union wishes to proceed further, the Union must notify the Vice President,

Human Resources in writing of its intent to submit the grievance to arbitration, within fourteen (14) calendar days of the conclusion of Step Three and simultaneously submit a request to the American Arbitration Association for a panel of arbitrators. The parties shall select an arbitrator in accordance with the procedures of the American Arbitration Association.

- B.** Separate grievances may not be joined in one arbitration proceeding except by written agreement of the parties.
- C.** The Union shall have final authority to dispose of any grievance at any step of the grievance procedure in any manner deemed by it to be the most prudent, including refusal to process the grievance further, and the Company may conclusively rely upon such disposition.
- D.** If any employee has completed his/her probationary period and believes his/her discipline or discharge was not for just cause, the International Representative may submit a grievance in writing directly in Step Three of the grievance procedure. Said written grievance must be presented within fifteen (15) calendar days after the employee has been notified of the discipline or discharge.
- E.** The time limits stated in this Article are intended to be maximum time limits and binding on the Union, bargaining unit employees and the Company. The time may be extended only by written agreement between the parties. Grievances not processed by the Union or any bargaining unit employee within the time limits specified herein shall be deemed to be settled based on the last response of the Company. If the Company fails to answer within the time limits specified herein, the grievance shall automatically advance to the next step of the procedure.
- F.** The arbitrator shall have no authority to add to, subtract from, modify, amend or in any way change any provision of this Agreement in arriving at a determination of the merits of any grievance.
- G.** The decision of the arbitrator shall be final and binding upon the parties.
- H.** Any fees of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
- I.** The Company agrees that the time spent by the Union steward in handling essential grievance-related duties at the first and second steps under this Agreement shall be paid for at the steward's regularly hourly rate for time actually lost from work during normal work hours, excluding overtime. The individual grievant shall, likewise, be paid on the same basis. The Union agrees that these work interruptions shall be held to a minimum and that its stewards shall not abuse this provision. Stewards shall request permission from their supervisor before leaving and when returning to their work station and shall maintain time records in the fashion and by the means prescribed by the Company of all time spent off the job in essential grievance-related

duties.

- J.** Whenever an employee is called into a meeting with the Company representatives for the purposes of an investigation which may lead to discipline of the employee, he/she shall be permitted, upon request by such employee, to have a steward present, provided that the employee's request for a particular steward shall not unreasonably delay the meeting if another steward is present and readily available in the facility.

ARTICLE 16

DISCIPLINE AND DISCHARGE

The Company has the right to discipline or discharge Regular and Temporary Employees for cause, however, unit employees in the initial probationary period and temporary employees hired on an as needed daily basis may be disciplined or discharged without cause. The Company acknowledges that after the initial probationary period, progressive discipline (by practice, oral warning, written warning, suspension, probation and discharge) is the preferred method to address workplace conduct, violations of policy and performance problems, although the Company may skip progressive steps if warranted by the nature of the conduct, up to and including immediate termination. NPR shall notify any Regular or Temporary employee (except those employees who are in the initial probationary period or temporary employees hired on an as needed daily basis) of any circumstance that may result in discipline within ten business days of the circumstance or within ten business days of the date that NPR Engineering or Distribution Management has first knowledge of the circumstance, unless the technician is on leave or otherwise unavailable during this period.

ARTICLE 17

UNION REPRESENTATION

A. Reasonable Access

The International representative of the Union, or designee, shall have reasonable access to NPR's premises during normal business hours to monitor the administration by NPR of this Agreement. However, such visits shall be conducted so as to not interfere with the conduct of NPR operations. The Union representative shall obtain clearance from NPR's Vice-President for Human Resources, or designee, before entering work areas.

B. Shop Stewards

The Union shall provide the names of the elected shop stewards and Assistant to the President in writing to the Company.

C. Meetings with NPR

When any Employee on duty is called to meet with a Company representative, NPR shall not make any deduction from the Employee's regular wage.

D. Employees Required In Arbitration

Fourteen (14) calendar days advance written notice shall be given by the Union to the Company that the Union requires an employee or employees to participate in arbitration proceedings, and the Company shall make reasonable efforts consistent with operational requirements to release such employee or employees from duty. The employee shall be maintained on Company payroll for preparation time, and the Union shall pay the salary of such employee (reimbursable to the Company). However, if the employee testifies as a witness at the arbitration at the request of the Company, the employee shall be paid by the Employer for time spent testifying.

E. Release Time For Union Activity

Subject to operational considerations, all union leaves granted under this provision (except arbitrations and negotiations) shall be granted only at times that are reasonable and practical to accommodate, upon reasonable notice for such leave.

- 1. Negotiations.** No more than three Employees selected by the Union to serve as negotiators shall, upon sufficient advance notice to enable rescheduling without penalty to the Employer, be released from their work schedule to participate in contract negotiations. The employee shall be maintained on Company payroll during such time, and the Union shall pay the salary of such employee (reimbursable to the Company).
- 2. Other Union Leave.** Up to three Employees may be released from duty per day at the Union's request to attend union seminars, training, and conferences, up to a maximum of ten days per year per employee. The employee shall be maintained

on Company payroll during such time, and the Union shall pay the salary of such employee (reimbursable to the Company). The Union agrees to provide at least thirty days advance notice of any such request.

3. All union leave is computed at base rate. If an employee is drafted to work overtime in the same week as scheduled hours of union leave (including arbitrations and negotiation), such drafted hours shall be paid at the appropriate overtime rate.

F. Bulletin Boards

The Employer shall provide bulletin board space for notices of official Union business (meetings and elections) in designated work areas.

ARTICLE 18

NO STRIKE / NO LOCKOUT

A. No Strikes

1. In consideration of the Parties' commitment as set forth in Section B of this Article, the Union shall not directly or indirectly instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations.
2. The failure or refusal on the part of any employee to comply with the provisions of this Section shall be cause for immediate discipline, including discharge, subject to the grievance provisions outlined in Article 15 of this agreement.
3. In the event of the occurrence of any interference with work or other violation of this Article, the Union shall immediately upon learning thereof, take affirmative action to prevent or stop unauthorized action in violation of this Article. The Union shall inform the employees that such action is not authorized by the Union, and deliver to the Company a letter advising that such action is not authorized by the Union and exercise its best efforts to bring about an immediate cessation of such violation of the Agreement.
4. In order to effect an orderly transition should a strike occur after the expiration of this collective bargaining agreement, the Union will give the Company at least 72 hours notice of such strike. Similarly, the Company will give the Union at least 72 hours notice of a lockout. These obligations shall survive the expiration of the collective bargaining agreement between the parties.

B. No Lockout

In consideration of the Union's commitment as set forth in Section A of this Article, the Company shall not lock out unit employees.

- C. The Company agrees not to assign, transfer or require unit employees to go to any property to perform the duties of technical employees of another employer who are on strike.
- D. The Company shall not take disciplinary action against an employee for his or her refusal to cross a picket line (except in the bonafide news coverage of such strike) established as a result of any authorized strike by members of the CWA or NABET-CWA. This prohibition shall not apply where a common situs situation exists and the Company is not a party to the controversy and a separate gate or entrance has been established for employees not involved in the dispute to enter the premises.

ARTICLE 19

TRAVEL

NPR shall reimburse employees for authorized expenses related to business travel pursuant to the provisions of this Article.

A. Travel Advances

Unit Members may receive travel funds in advance by submitting a completed Travel Advance Request Form in a timely manner. Unit Members shall complete the Travel Advance Request Form as required by Company policy. Travel advances will not be authorized for employees who already have an outstanding advance.

B. Travel Reimbursements

Within thirty days of returning from business travel, Employees shall submit a completed Travel Expense Report, the original receipts, and any excess advances to the appropriate department manager. Failure to reconcile a Travel Expense Report within thirty days after completion of business travel involving an advance may result in discipline. Consistent with NPR policy, unit employees shall be reimbursed for all reasonable and necessary travel expenses they actually incur in the performance of remote assignment duties. Employees shall be promptly reimbursed, but in no event more than thirty calendar days after NPR's receipt of a properly completed expense report.

C. Overnight Accommodations

When a unit employee is assigned temporarily on an overnight location to a point other than the Employee's place of residence, NPR shall furnish standard commercial hotel/motel single room accommodations, consistent with NPR policy. However, the Union recognizes that some assignments preclude commercial accommodation. In such instances, NPR shall provide the same or comparable accommodation to unit employees as reporters and producers on the assignment.

D. Business Travel Insurance

The Company shall provide business travel insurance for employees on assignment.

E. Business Use of Personal Automobile

No Employee shall be required to use his own vehicle for company use. If an Employee does agree to drive his own vehicle, he shall be reimbursed for all expenses pursuant to NPR policy, such as mileage, parking, and tolls.

ARTICLE 20

RELOCATION

A. Moving Expenses

In the event the Company requires an Employee to change residence (greater than 50 miles from the present work location), NPR shall pay reasonable and authorized moving expenses. Any proposed change of residence will be fully discussed with the Employee, and if the employee desires, with the Union.

Reasonable and authorized moving expenses are defined as follows: a pre-move scouting trip for one person of up to one week; packing; moving of household goods, office and technical equipment by a commercial interstate van; moving of an employee's vehicle; and reasonable en route expenses for food, lodging, if necessary, and transportation (gas, oil, tolls). Payment for such expenses incurred in compliance with NPR's travel and expense policies shall be made upon submission of adequate documentation. Expenses are paid up to the equivalent of one month of the employee's base salary.

B. RIF Option

An Employee who resigns or is terminated for declining or refusing to move due to a change in work location more than fifty miles from the Employee's current work location, shall be treated as a RIF'd Employee pursuant to Article 13.

ARTICLE 21

BENEFITS

A. Retirement Plan

NPR shall contribute to the retirement plan on behalf of each participant under the provisions of that plan no less than ten percent (10%) of that Employee's base salary. In the event NPR considers changing carriers for its retirement plan, NPR will notify the Union at least 30 days before the proposed change, and meet with union representatives no less than 20 days before the proposed changes to seek their views. NPR must make a reasoned decision about any change in the retirement plan carrier.

B. Fringe Benefits

Fringe benefits (life, vision, disability, accidental death, health, and dental) shall be in accordance with NPR policy. The package for health and dental benefits as a whole for Employees covered by this agreement shall be maintained at the same levels as those in effect as of the date of contract signing, unless the rates to NPR for such benefits increase significantly or benefits are lowered significantly, in which case NPR will notify the union prior to issuing requests for proposals for changes in benefits and will consult with the union about such requests for cost containment or benefit levels. If the Union believes that NPR's decision regarding changes in cost containment or benefit levels for health and related benefits is unreasoned it may file a grievance. It is expressly understood that to the extent that NPR decides to implement a proposal recommended by the Joint Labor Management Benefits Task Force established pursuant to Article 22, such a decision will be considered a reasoned decision for purposes of this subparagraph and cannot be challenged by the union.

C. Hearing Testing

The Company agrees to consult with the Union during the term of the Agreement in an effort to find a provider for hearing testing for interested employees in the unit.

D. Dependent Care

Per NPR policy, at the request of any eligible Employee, upon appropriate written authorization, NPR shall make deductions from the Employee's pay for the Employee's dependent care account as authorized by provisions of 26 USC Section 125 and Section 129. Such written authorization must be renewed annually at each new enrollment cycle.

E. Medical Spending Accounts Program

Per NPR policy, NPR shall make available to eligible Employees a Medical Spending Account Program, as authorized by and within the purview of Section 125 of the Internal Revenue Code, and shall make such deductions from an Employee's pay and related expenditures for the purposes provided in the program, as authorized by the employee on an appropriate form. Such written authorization must be renewed annually at each new enrollment cycle.

ARTICLE 22

LABOR MANAGEMENT COOPERATION

A. Advisory Committee

NPR and NABET will establish an advisory committee to provide a forum for the exchange of ideas regarding issues affecting unit Employees. The agendas for such meetings will be prepared and exchanged in advance. The Committee will have equal representation from NABET and from NPR with no more than three members for each side. Each group will designate its own members. The Committee will meet quarterly unless otherwise agreed by the parties. NPR will excuse Committee members from their regular work to participate in such meetings of the committee as a whole.

B. Benefit Task Force

The Joint Labor Management Benefit Task Force will convene regularly for the purpose of devising the most cost efficient manner of providing benefits to unit members. In addition to the members appointed by NPR and AFTRA, a representative number of members will be appointed by NABET. To the extent work schedules permit, Union members shall be relieved of work assignments to attend meetings. It is understood that the Company will make good faith efforts to release as many task force members from work assignments as possible to participate in these meetings, but at least one representative from each union will be in attendance at any meeting. NPR shall provide a technical consultant to the Task Force, upon reasonable request, at NPR's expense to assist the Task Force in its work. The Task Force may be convened upon request of any party during the term of the Agreement to consider additional benefits questions. Task force recommendations are deemed made when NABET, AFTRA and NPR concur on the recommendation.

C. Participation at Board Meetings

NABET may designate one official observer and two alternate observers to attend NPR Board meetings held at headquarters, with advance notice to their supervisors, on paid straight time. If two concurrent meetings of the Board Committees are held, both the official and one alternate observer (or both alternate observers if the official observer can not attend) may attend and they will be paid straight time. It is expressly understood that the parties shall make good faith efforts to ensure that the attendance of the NABET observer(s) at Board meetings shall not disrupt normal NPR operations. Designation of the official observer and any changes to such designations shall be made in writing to the General Counsel.

NPR shall furnish NABET's designated official observer with non-confidential materials and documents pertaining to Board meetings at the same time such materials and documents are distributed to NPR's officers.

D. Changes in Programming

Excluding Distribution matters, should a program or program service be reduced, eliminated or expanded, and that change is expected to impact staffing levels in the bargaining unit, NPR will provide notice of such change to NABET, as far in advance as possible.

ARTICLE 23

PERFORMANCE REVIEWS

Formal performance reviews are conducted each year and documented for personnel files. Technical staff may inspect their personnel file by arrangement with NPR Human Resources and will be provided copies of any document upon request.

The Company may design, create, and implement an annual job performance evaluation system, subject to prior consultation with the Union. The Company has the right to require Employees to attend job performance reviews. The Company and the Union agree that if an Employee disagrees with any written job performance review, that the Employee may attach a written rebuttal to the Employee's performance review which shall be included as part of the Employee's personnel file.

Written job performance reviews are not subject to the grievance and arbitration process, and may not be used in any disciplinary proceeding. Nothing herein shall restrict the Union's right to grieve or arbitrate disciplinary actions that may arise as a result of incidents that are the matter of specific comment in written performance reviews.

ARTICLE 24

RESERVED

ARTICLE 25

MISCELLANEOUS

A. Production Prosecuted

In the event that the program for which the Employee is assigned to work is complained of by any outside entity or person, and any prosecution, civil or criminal, private or governmental action shall follow, NPR agrees, at its expense, to defend the Employee who acted within the scope of his duties and to pay all charges and judgments so incurred, and NPR shall have full control of the litigation.

B. Emergency Operations

Both parties understand that NPR does not cease operations in the event of inclement weather or other emergencies. NPR's Executive Vice President or designee will make the decision to implement the Emergency Operations Policy described below when it is prudent to operate with reduced staff in emergency situations, and/or it is in the best interest of employee safety to minimize travel to work. NPR's Executive Vice President (or designee) may declare a Category 1 or Category 2 Emergency (including on holidays, weekends and overnight hours) in his or her reasonable discretion, and shall exercise his or her discretion with reference to objective information, including but not limited to, the decision of the federal and state governments to declare a liberal leave policy (analogous to a Category 1 emergency) or to shut down but for essential personnel in a particular locality (analogous to a Category 2 emergency). In all situations, staff in positions deemed "essential" must report to work to perform such duties required to ensure that programming continues uninterrupted.

Each department will determine, based on operational needs, which of their positions are essential. Essential position designations may change based upon the nature of the emergency. Department heads should ensure that each department employee is informed regarding the essential status of his/her position.

1. Category 1 Emergency

All employees scheduled to work are expected to report to work, however, department managers may grant employees up to three hours of administrative leave to cover later arrivals or early departures necessitated by the emergency. Employees must notify their supervisors if they need to take leave. Employees not in essential positions, who do not report to work, must take annual or personal leave for the time missed. Employees who report to work are paid at the regular rate. Employees in positions identified as essential are expected to report to work on time.

2. Category 2 Emergency

Employees in positions identified as essential are expected to report to work on

time. Department managers may grant essential employees up to three hours of administrative leave to cover late arrivals or early departures necessitated by the emergency. All other employees will be granted administrative (i.e., paid) leave for the day missed upon request to their supervisors. Essential employees who report to work are paid at the regular rate plus compensatory time of one hour for each hour worked.

C. Parking Pass Policy

Any BRT or NOCT at NPR headquarters whose shift begins or ends between the hours of 11p.m. and 7 a.m. will receive access to a parking pass and shall not have to pay for parking. The parking pass will be made available at the NPR lobby reception desk and employees shall cooperate in the administration of this program.

Parking shall continue to be free to all Employees who arrive after 6:30 p.m. and depart before 7:30 a.m. Monday through Friday, and on weekends. In any location where an Employee takes public transportation to work and the Employee is required to work later than safe return on the same or similar public transportation, the Company will pay for cab fare home. This does not apply to shifts voluntarily selected by an Employee which could be considered as having hours “later than safe return.”

D. Outside Employment

Per NPR policy, Employees may hold outside jobs so long as they meet the performance standards of their job with NPR. Outside employment that constitutes a conflict of interest is prohibited.

E. Equipment and Supplies

NPR agrees to furnish such equipment or supplies that it deems necessary for the performance of the duties of any classification.

F. Visual Content

Employees under this Agreement are encouraged to submit, on a voluntary basis with their own equipment, photographs and video to NPR. When photographs and videos are taken by a NABET-covered employee and are used by NPR as part of a story, a story series, or as a non-story stand alone, NPR will acquire such selected visual content for its use at the rate of: \$25 for up to 4 photographs or video clips, and \$50 for 5 or more photographs or video clips. Use is at NPR’s sole discretion.

G. Heirs and Assigns

This Agreement shall be binding on the Company and its successors and assigns.

ARTICLE 26

WAIVER AND DURATION

A. Waiver

No waiver of this Agreement between the Company and the Union may be granted by an individual employee. Waivers may be granted only by authorized representatives of the parties when such waiver is requested and approved respectively by the Union and the Company.

B. Duration

This Agreement shall be in full force and effect from April 1, 2006 to and including March 31, 2009 and shall continue from year to year thereafter unless written notice or desire to modify or terminate the Agreement is served by either party at least sixty (60) days prior to the date of expiration.

In witness, National Public Radio, Inc., and NABET-CWA, AFL-CIO, have caused this Agreement to be duly executed on their behalf by their respective officers, duly authorized, on and as of the day and year aforesaid.

For NABET-CWA, AFL-CIO

For National Public Radio, Inc.

By: _____
John S. Clark
Sector President

By: _____
Kenneth Stern
Executive Vice President

Date: _____

Date: _____

By: _____
Paula Olson
Staff Representative

Date: _____

By: _____
Bargaining Unit Representative

Date: _____

By: _____
Bargaining Unit Representative

Date: _____

By: _____
Bargaining Unit Representative

Date: _____

By: _____
Local 31 President

Date: _____

Sideletter #1 to April 1, 2006 contract between NPR and NABET/CWA regarding Computer Systems Support Administrators, formerly ADANSAs.

Pursuant to the understanding of the parties during negotiations of the collective bargaining agreement between NPR and NABET-CWA, the following applies:

Engineering Services (Electronic Engineers) core responsibilities:

Repairs to Dalet work station hardware components when not covered by outside warranties.

Installing/replacing Dalet systems in studio technical areas as directed by the CSSAs.

Testing studio technical area Dalet hardware for functionality (i.e., making sure that the new system responds properly to remote console commands, play and record at unity levels).

Installation and maintenance of network, audio and control wiring.

Installation of network switching hardware Riser Closets (configuration by consultants).

Electronic Engineers shall have password access as necessary to fulfill their Dalet responsibilities.

CSSA core responsibilities (non-bargaining unit):

First response to reported Dalet problems.

Initial Problem Diagnosis (software vs. hardware).

Solving software problems.

Installing and reloading software.

Providing user assistance/education.

Dalet system administration (including backups & trash deletion).

Configuration of new Dalet workstations or by outside contractors.

Installation of new Dalet workstations outside of studio technical areas, to be plugged into existing network wiring provided by the responsible party.

Replacement of Dalet workstations with existing wiring in studio technical areas only when requested to do so by Technical Director during hours which fall outside of Engineering Services normal coverage period

National Public Radio, Inc.

National Association of Broadcast Employees & Technicians

By: _____

By: _____

Date: _____

Date: _____

Side Letter # 2 to the April 1, 2006 contract between NPR and NABET-CWA regarding annual and personal leave selection procedures - BRT.

Pursuant to the understanding and agreement reached by NPR and NABET-CWA during collective bargaining, the following applies:

The parties agree that the Union shall have the opportunity to implement changes to Article 10, Section B, Paragraph 2, provided that those changes do not require any alteration in the number of employees who can be approved for annual or personal leave, and do not materially change the work of the Audio Engineering management needed to implement the selection process.

The Union shall convene a process of consideration and, upon arriving at a plan acceptable to its members, communicate that to the Company. The Company shall then have 30 days to communicate any concerns it has regarding the new process. Once any concerns are dealt with, the plan will be implemented.

It is understood that, in order for a change procedure to be implemented, final agreement by employees and the Company needs to be reached at least sixty days before the commencement of that year's Initial Selection Process detailed in Article 10, Section B, Paragraph 2.

Once it is implemented, the new procedure will be used for any years remaining in the term of this contract unless further changes are requested by the union for subsequent years.

National Public Radio, Inc.

National Association of Broadcast Employees & Technicians

By: _____

By: _____

Date: _____

Date: _____

Side Letter # 3 to the April 1, 2006 contract between NPR and NABET-CWA regarding size of the bargaining unit.

Pursuant to the understanding and agreement reached by NPR and NABET-CWA during collective bargaining, the following applies:

NPR commits to hire four (4) additional regular full-time Broadcast Recording Technicians into the bargaining unit. NPR shall begin the hiring process no later than fifteen days after the execution of this Agreement by the parties. All four employees must complete the initial probation period of six (6) calendar months, as set forth in Article 6 of the Agreement, and are subject to the procedures of Article 16 of the Agreement regarding discipline and discharge. In addition, NPR retains the right to lay off the new employees according to the procedures set forth in Article 13 of the Agreement.

National Public Radio, Inc.

**National Association of Broadcast
Employees & Technicians**

By: _____

By: _____

Date: _____

Date: _____

Side Letter # 4 to the April 1, 2006 contract between NPR and NABET-CWA regarding the NPR/NABET Compact.

NPR and NABET have discussed the need to improve their collective bargaining relationship and their communication with each other about important issues affecting the terms and conditions of employment for employees in the bargaining unit. Consequently, they have agreed to the following, which shall be called the NPR/NABET Compact (“the Compact”):

1. NPR’s Vice President of Engineering and Operations, David Argentieri and NABET’s Staff Representative, Paula Olson, (or their successors if either or both no longer occupy the above referenced position in their respective organizations) shall meet no less than once every other month to discuss issues of concern to the bargaining unit. Ralph Woods, Deputy Director of Operations Distribution, shall be involved in such meetings as to matters involving bargaining unit members in the Distribution Division.
2. When NPR plans to make changes in its operations affecting terms and conditions of employment of bargaining unit employees, NPR shall first notify Ms. Olson, to discuss the intended changes. Mr. Argentieri or Ms. Olson will make themselves available to meet to discuss the intended changes.
3. If either Mr. Argentieri or Ms. Olson cannot meet on a timely basis because illness or other scheduling problems, a designee shall be appointed so that the meeting can proceed.
4. If the parties cannot reach agreement, they will utilize Mr.Kurt Saunders (or if he is not available, another FMCS mediator acceptable to the parties), to utilize interest based mediation to attempt to develop a mutually acceptable resolution.
5. This Compact does not diminish the rights of the parties under the collective bargaining agreement between them, including the right to file grievances. Further, it is not limited to issues that would constitute a violation of the collective bargaining agreement or to disputes involving the interpretation of that agreement. Rather, the Compact will allow the parties to discuss issues impacting on their collective bargaining relationship with the intent that their relationship will be more positive and cooperative and will minimize disputes between them.

National Public Radio, Inc.

National Association of Broadcast Employees & Technicians

By: _____

By: _____

Date: _____

Date: _____

Side Letter # 5 to the April 1, 2006 contract between NPR and NABET-CWA regarding the Training Technical Director.

NPR will assign a Training Technical Director during the term of this Agreement to perform duties to be determined by NPR. NPR shall invite unit employees to apply for the position via electronic mail. All non-probationary employees are eligible to apply. The Training Technical Director shall be selected by NPR from among qualified volunteers. In the event there are no qualified volunteers, NPR reserves the right to draft, in inverse seniority, a qualified technician for the assignment. A technician assigned as the Training Technical Director shall not be eligible to apply for remotes.

National Public Radio, Inc.

National Association of Broadcast Employees & Technicians

By: _____

By: _____

Date: _____

Date: _____