MEMORANDUM OF AGREEMENT
BY AND BETWEEN
NATIONAL PUBLIC RADIO, INC. AND
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS – CWA, AFL-CIO

This Memorandum of Agreement ("MOA") made and entered into as of the 16th day of April 2009, by and between National Public Radio, Inc. ("NPR") and the National Association of Broadcast Employees and Technicians (NABET-CWA, AFL-CIO) ("NABET") (collectively referred to hereinafter as the "parties") amends the Collective Bargaining Agreement by and between NPR and NABET dated April 1, 2006 – March 31, 2009 (the "Agreement").

The terms and conditions of the Agreement shall continue in full force and effect, except as set forth below.

1. **Term:** Delete Article 26, Waiver and Duration, Section B, and replace it with the following:

> This Agreement shall be in full force and effect from April 1, 2009 through and including March 31, 2010.

2. **403(b) Retirement Plan:** Delete the first sentence of Article 21, Benefits, Section A and replace it with the following:

> Effective May 1, 2009, and continuing through September 30, 2009, NPR shall make no employer contributions to the 403(b) Retirement Plan on behalf of bargaining unit employees who are active participants under the provisions of that plan.
>
> Effective as of October 1, 2009, through and including September 30, 2010, NPR shall make employer contributions to the 403(b) Retirement Plan in an amount equal to five percent (5%) of each bargaining unit employee's base salary, provided that the bargaining unit employee is an active participant under the provisions of that plan.

3. **Flex Credits:** Effective May 1, 2009, through and including September 30, 2010, NPR shall not make cash payments to employees in the form of flex credits pursuant to the Letter of Agreement on a Formula for Health Insurance Coverage executed by NABET,

AFTRA and NPR in May 2008 and the Agreement on Examining Use of Flex Credits (collectively referred to as the "Benefits Task Force Letters") (attached hereto as Exhibit A). The columns in the chart attached to the Letter of Agreement on a Formula for Health Insurance Coverage pursuant to Paragraph 3 of that letter, entitled "Per Month Excluding Flex" and "Annual Excluding Flex" shall apply, updated for 2009 and 2010. Accordingly, the elimination of cash payments in the form of flex credits shall not constitute a basis for any grievance or arbitration under the Agreement or the Benefits Task Force Letters, even though such implementation may result in an overall allocation of premium costs below the 80% - 20% allocation contemplated in the Benefits Task Force Letters and this paragraph 3 shall supersede, as to NABET, those provisions of the Benefits Task Force Letters that are inconsistent therewith.

4. **Holidays**:

(a) Notwithstanding Article 8, Hours of Work, Section K, Memorial Day, 2009, July 4th, 2009, and Labor Day, 2009, shall be converted from paid holidays to regular work days during the remainder of the NPR 2009 fiscal year ending September 30, 2009. Notwithstanding Article 8, Hours of Work, Section K, Columbus Day, 2009, President's Day, 2010, and July 4th, 2010, shall be converted from paid holidays to regular work days during NPR's 2010 fiscal year ending September 30, 2010. On Columbus Day 2009 and President's Day 2010, Employees working a four-day workweek format shall not be credited with ten (10) hours of annual leave for each day so designated.

(b) When a converted holiday falls on an Employee's normal workday, and the Employee does not work on that day, the Employee shall not be paid, unless he/she elects to use accrued vacation time.

(c) When a converted holiday falls on an Employee's normal workday and the Employee works on that day, the Employee shall be paid at his/her regular base rate for the first eight (8) or ten (10) hours of work, depending on each Employee's workweek format, plus applicable overtime as set forth in Article 8, if any.

(d) When a converted holiday falls on an Employee's normal day off, but the Employee works on that day and that workday is the sixth (6^{th}) consecutive day worked in a workweek (fifth (5^{th}) day for Employees working a four-day workweek), the Employee shall be paid at 1.5 times (1½x) his/her regular base pay for the first eight (8) or ten (10) hours, depending on each Employee's workweek format, and two times (2x) base pay for any additional hours.

When a converted holiday falls on an Employee's normal day off, but the Employee works on that day and that workday is the seventh (7^{th}) consecutive workday in a workweek (sixth (6^{th}) or seventh (7^{th}) day for Employees working a four-day workweek), the Employee shall be paid eight (8) hours of two times (2x) his/her base pay (10 hours for four day). In addition, the Employee shall be paid at one and one half times (1½x) base pay for all hours worked up to the first eight(8) or ten (10) hours, plus additional overtime as stated in Article 8, if any.

(e) When a converted holiday falls on an Employee's normal day off, and the Employee does not work on that day, the Employee shall not receive annual leave in lieu of holiday pay or holiday pay. (Employees working a five-day workweek shall not receive eight (8) hours of annual leave in lieu of holiday pay; Employees working a four-day workweek shall not receive ten (10) hours of annual leave in lieu of holiday pay; and part-time regular employees shall not receive annual leave commensurate with the number of hours on the EAF.)

(f) When a converted holiday falls during a week when an Employee is scheduled to be on vacation, such Employee shall receive 32 hours of pay at his/her regular base rate; however, the Employee may, at his/her option, use accrued annual leave in order to receive 40 hours of regular pay.

5. **Furlough Days:** Effective May 1, 2009, and continuing through the remainder of the NPR 2009 fiscal year ending September 30, 2009, NPR shall schedule up to five (5) furlough days for each bargaining unit employee (four (4) furlough days for employees working a four-day workweek). A furlough day is defined as a day on which an employee would otherwise have been scheduled to work, which is converted by NPR to a non-work, non-pay day. (An Employee cannot substitute a vacation day already scheduled for a furlough day).

NPR shall schedule furlough days according to its operational needs, without regard to seniority. NPR shall make reasonable efforts, but shall not be obligated to, schedule furlough days in conjunction with an employee's scheduled days off. Except in May 2009, when NPR shall provide at least two (2) days' notice of a scheduled furlough day, NPR will notify bargaining unit employees of a scheduled furlough day at least ten (10) days prior to the date on which the furlough day is to occur. Employees shall not be entitled to severance pay as a result of being placed on a furlough during any of the five (5) days (four (4) days for employees working a four-day workweek). However, NPR shall count each furlough day when calculating severance pursuant to Article 13, Lay Off and Severance, Section F of the Agreement.

Employees with accrued unused annual leave or annual leave carryover may use such leave in order to be paid for a furlough day. If an employee does not have sufficient accrued

annual leave to cover all of the furlough days, NPR shall, in appropriate circumstances, consider advancing annual leave.

NPR shall not be required to schedule furlough days for Employees in their initial probationary period. For the purposes of Employees on approved, non-disciplinary, unpaid leave, it is assumed that furlough days are allotted on the basis of one day per month in each month remaining in the NPR 2009 fiscal year. As such, if such an Employee returns to work in fiscal year 2009, he or she shall be scheduled for that number of furlough days equal to the number of months remaining in the NPR 2009 fiscal year, except that the first furlough day may be scheduled on three (3) days' notice.

6. **Future Bargaining:** NPR proposed that the reduction in the 403(b) contribution from 10% to 5%, should not expire on September 30, 2010 (that the reduction to 5% should continue thereafter). NPR also proposed that the elimination of the flex credit should not expire on September 30, 2010 (that the elimination of flex credits should continue thereafter). NABET proposed that the reduction of the 403(b) contributions and the elimination of the flex credit for NPR's 2010 fiscal year should expire on September 30, 2010. NPR acceded to NABET's proposal, which is now reflected in paragraphs 2 and 3 above, with the understanding that, in bargaining a new collective bargaining agreement, contemplated to be effective April 1, 2010, NPR will propose a permanent elimination of the flex credit and a modification of the 403(b) retirement plan and that the parties shall bargain those issues.

7. **Mutual Application:**

(a) If, during the term of the application of paragraphs 2, 3, 4, and 5 of this MOA, NPR reduces the monetary value to it of those provisions of the AFTRA Memorandum of Agreement which are the same, similar, equivalent or analogous to paragraphs 2, 3, 4, and 5 of this MOA, or if during the term of application of paragraphs 2, 3, 4 and 5 of this MOA,

NPR reduces the monetary value to it of those modifications applicable to non-covered employees (defined as two groups, VP/Officers and all other non-covered employees) which are the same, similar, equivalent or analogous to paragraphs 2, 3, 4 and 5 of the MOA, then NPR shall apply a corresponding pro rata reduction to NABET. Notwithstanding the forgoing, any increase to the company contributions to the 403(b) retirement plan for Vice Presidents and above in the NPR 2010 fiscal year from zero percent (0%) to five percent (5%) shall not be considered a triggering event.

(b) In the event that AFTRA enters into a Memorandum of Agreement which contains similar, equivalent or analogous provisions then, in an effort to obtain consistency, NABET and NPR shall enter into discussions with a goal toward exploring whether those similar, equivalent or analogous provisions should be applicable to NABET.

(c) In the event that AFTRA does not enter into a Memorandum of Agreement with NPR in April, 2009 which contains provisions that are the same, similar, equivalent or analogous to those provisions set forth in paragraphs 2, 3, 4 and 5 of this MOA, then NPR shall have the option either:

(1) to substitute the following paragraph for paragraph (a), above:

> (a) If, during the term of the application of paragraphs 2, 3, 4, and 5 of this MOA, NPR reduces the monetary value to it of those modifications applicable to non-covered employees (defined as two groups, VP/Officers and all other non-covered employees) which correspond to paragraphs 2, 3, 4 and 5 of the MOA, then NPR shall apply a corresponding pro rata reduction to NABET. Notwithstanding the forgoing, any increase to the company contributions to the 403(b) Retirement Plan for Vice Presidents and above in the NPR 2010 fiscal year from zero percent (0%) to five percent (5%) shall not be considered a triggering event.

or

(2) to declare this MOA null and void, and the bargaining of an agreement to replace the Agreement shall continue forthwith.

8. **Article 5, Technical Responsibilities**:

(a) Delete Section A and replace it with the following:

A. Purpose

The purpose of this Article is to describe the responsibilities of the Employees in the bargaining unit. Nothing herein shall preclude NPR from assigning a bargaining unit employee in one bargaining unit classification to perform work in another bargaining unit classification.

(b) Delete Section C and replace it with the following:

C. Other Assignments

Any bargaining unit employee may be assigned to perform work not covered by this Agreement, or may be assigned to perform work covered by the terms of another collective bargaining agreement, provided that such work is related to the bargaining unit employee's position, so long as such assignment is not inconsistent with the terms of another collective bargaining agreement. The assignment of work under this Paragraph C shall not create any jurisdictional rights. Employees assigned under this Section C to perform work in an area where they lack recent prior experience shall not be held responsible for any work performance failures in the assigned area.

(c) Add the following Side Letter 6 to the Agreement:

The terms of this side letter shall apply during the term of the MOA, made and entered into as of the 17th day of April, 2009, and shall continue thereafter unless modified in a collective bargaining agreement now contemplated to be effective on April 1, 2010, or modified or eliminated thereafter by NPR's implementation after impasse.

1. Article 5, Technical Responsibilities, Section B, subsection 1, Broadcast Recording Technician (BRT) shall be suspended.

2. NPR respects the skills and abilities of BRT's and the value of all employees, NABET, AFTRA and supervisors to share work that is related to their job responsibilities. Accordingly, nothing shall preclude employees covered by the collective bargaining agreement between NPR and the American Federation of Television and Radio Artists ("AFTRA"), and supervisory employees from performing work related to their job responsibilities that previously was within the primary responsibilities of BRT's.

3. The assignment of others to the work of BRT's under paragraph 2 of this side letter shall not be used by NPR as an "economic

circumstance" which results in a lay off otherwise permissible under Article 13, Section A.

9. **Article 8, Hours of Work, Section F:** delete in its entirety and insert as new Article 11, Section B. (See paragraph 12(f), below.)

10. **Article 9, Pay:**

(a) Delete the first, second and fourth paragraphs of Section A.

(b) Delete the 2006, 2007 and 2008 stepped salary schedules for Groups 1A, 2A, 1B and 2B. The "1.1.09" minimum base salary shall remain in effect for the duration of this MOA and the step increases shall continue in full force and effect during the term of this MOA.

(c) Delete Section B, Temporary Upgrades, and replace with the following:

B. Temporary Upgrades

Any bargaining unit employee in a job classification in Group 1 who is assigned to perform work in a job classification in Group 2, shall receive the corresponding step Group 2 rate of pay for all time spent performing Group 2 work, but in no event for less than one (1) hour. (Ex. A BRT who is paid at the Group 1, Step 3 rate, and is assigned to perform one hour of work as a Group 2 Electronic Engineer, shall receive one hour of pay at the applicable Group 2, Step 3 rate for Electronic Engineers, based on the BRT's date of hire.)

MDCCs and MDCOs assigned to perform work normally assigned to other job classifications within the bargaining unit shall be paid for the work performed according to the appropriate Group salary schedule and at the highest step level for which he/she is eligible based on his/her Company seniority.

NPR, in its discretion, shall have the option to assign an employee to perform duties as a Technical Director. The duties of a Technical Director shall be determined by NPR. Employees assigned as Technical Directors shall receive $2.00 per hour, in addition to their regular base pay, for all hours worked while performing Technical Director duties.

11. **Article 10, Leave:**

(a) Delete Section B, subsection1, and replace with the following: No more than four BRTs shall be guaranteed leave on the same dates. If NPR determines that additional BRTs may be on leave on the same dates, the information shall be announced to the BRTs before the initial and supplemental leave selection procedures begin.

(b) Insert after the first sentence in Section B, subsection2, the following: In this round, each week calendared shall account for 40 hours of leave, regardless of whether it includes a holiday.

(c) Delete the first sentence of Section B, subsection 3 and replace with the following: After the initial selection process has been completed, in order of unit seniority, BRTs will be given the opportunity to sign up for any future leave not calendared in paragraph 2 above, plus any accrued annual leave days from remaining openings in the vacation calendar, in full weeks or single days.

12. **Article 11, Assignment of Work:**

(a) Change the reference in Section A.1 from Article 8, Section F to Article 11, Section B.

(b) Change the reference in Section A.3 from Article 8 to Article 11, Section B.

(c) Delete the first paragraph of Section A.4 and Section A.4,a.

(d) Insert the following as new Section A.4, a. (i) and (ii):

a. BRT's

(i) Twice per year in April and October, each BRT shall have the option to submit to NPR his/her shift preference and day off preference together with a brief statement explaining the request. NPR shall, in establishing the work schedules referred to in (ii) below, give good faith consideration to such requests.

(ii) Effective June 15, 2009, NPR shall post preliminary work schedules (including days off, start and end times, and assigned duties/facilities within the location) 4 weeks in advance of the effective date and shall post final work schedules 2 weeks in advance of the effective date. NPR has the right to temporarily change an Employee's schedule to meet operational needs, subject to the provisions of Section B, below. Prior to June 15, 2009, the existing schedules shall apply.

(e) Delete Section A.4,b. and replace with the following:

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. Generic shifts are templates indicating the start and end times, plus the meal period for each shift. Twice per year, during the months of February and August, each unit shall have an opportunity for shift selection. Once 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. 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 referred to in this paragraph b, 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 selection process.

(f) Insert as Article 11, Section B., Article 8, Section F, Changes in Schedules.

(g) Re-letter the remaining Sections.

(h) Insert the following Side Letter 7 to the Agreement:

The terms of this side letter shall apply during the term of the MOA, made and entered into as of the 15th day of April, 2009, and shall continue thereafter unless modified in a collective bargaining agreement now contemplated to be effective on April 1, 2010, or modified or eliminated thereafter by NPR's implementation after impasse.

Article 11, Section B, Assignment of Technical Directors (TD) shall be suspended and in lieu thereof the following language shall apply:

Assignment of Technical Directors (BRTs):

Each year, or in the event of a vacancy, Engineering management shall invite all non-probationary unit employees to apply for vacant Technical Director positions via electronic

mail. Employees interested in a Technical Director position or obtaining experience to become a TD may express such interest to a member of Engineering management. TDs shall be selected by Engineering management from among qualified volunteers and, in the event there are no qualified volunteers, Engineering management shall have the right to assign a qualified technician to a TD position. There shall be no term limits for the assignment of Technical Directors.

13. **Article 22, Labor Management Cooperation, Section A**: Delete the third sentence and insert the following: For the period commencing June 1, 2009, and ending March 31, 2010, such committee shall meet once a month unless otherwise agreed by the parties.

14. **Withdrawal of Arbitration 16 300 00561 08:** Within 48 hours after execution of this MOA, NABET shall withdraw with prejudice and forever waive its claims, both known and unknown, regarding the alleged violation by NPR of Article 5 of the Agreement on June 12, 2008, when NPR opened the fourth floor production rooms at NPR headquarters located at 635 Massachusetts Avenue, NW, Washington, D.C. 20001.

15. **Withdrawal of Unfair Labor Practice Charge:** Within 48 hours after the execution of this MOA, NABET shall withdraw unfair labor practice charge case number 5-CA-34896

16. **Controlling Language**: In the event of any inconsistency or conflict between the provisions of this MOA and the provisions of the Agreement, then the provisions of this MOA shall be controlling

17. **Commencement of Negotiations:** The negotiations for a new collective bargaining agreement shall commence no later than October 1, 2009.

18. **Ratification:** The terms of this MOA shall be subject to ratification on or before April 22, 2009. This MOA has been agreed to and executed by NABET and the NABET bargaining committee, with the understanding that NABET and the bargaining committee

shall recommend it for ratification by the unit. Upon ratification, this MOA shall be promptly incorporated into a full and complete collective bargaining agreement and executed by the parties.

FOR NATIONAL PUBLIC RADIO, INC.

Joyce Slocum, Senior Vice President & General Counsel

Date: April 16, 2009

FOR NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS (NABET-CWA)

Carrie Biggs-Adams, Staff Representative

Date: April 16, 2009

Mark Bejarano

Stuart Rushfield

Richard Lewis

Brian Jarboe