

# TECHNOLOGY UNIT AGREEMENT

January 31, 2019 – June 30, 2022

## PREAMBLE

This Agreement is entered into at New York, N.Y., on the 31st Day of January, 2019, by and between THE ASSOCIATED PRESS, a New York corporation hereinafter referred to as the “Employer,” and the NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWS GUILD -COMMUNICATIONS WORKERS of AMERICA, hereinafter referred to as the “Guild or “Union,” for itself and on behalf of all employees of The Associated Press described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

## Article 1 – COVERAGE

1. This Agreement covers all Technicians, Senior Technicians, Tier 1 Product Support Specialists and Tier 2 Platform Specialists, of Associated Press System engaged in the operation, maintenance and installation of all equipment owned or leased by the Employer in its leased wire and/or wireless news, picture and radio services within the United States, including such services operated for wholly owned American subsidiaries, but excluding operation of non-photographic facsimile recorders and specifically excluding the following positions: AP officers, Technology management including Technology managers, assistant Technology managers, senior network operations center managers, network operations center managers, systems engineers, technology specialists, broadcast engineers, and all employees represented by Local 31222, News Media Guild's Editorial Unit contract.

2. The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article, namely the operation, maintenance and installation of all equipment owned or leased by the Employer, shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement, provided that nothing in this Agreement shall be construed as barring the Employer from discontinuing any of its present operations or affecting technological changes in its operations or as barring non-union employees in the categories excluded from this Agreement under Section 1 of this Article from continuing to perform the work done by them as part of their normal function. Specifically, respecting excluded personnel who are also trained technicians, nothing in this Article shall prevent them from managing, directing, supervising, overseeing and participating in tasks associated with the operation, maintenance and installation of all equipment owned or leased by the Employer. However, such participation shall not result in a numerical staff reduction of the employees covered by this Agreement, nor shall it result in any loss of regular pay or removal from entitled classification or forced transfer from any bureau or department and, further, such participation in operation, maintenance and installation of equipment shall not include full-time bargaining unit work or assignment to special events on a full-time basis without the assistance of employees covered by this Agreement.

3. All employees covered by this Agreement shall be and remain members of the Union within thirty (30) days after the execution of this Agreement or within thirty (30) days after hire, whichever is later.

4. Employer agrees to maintain an overall ratio of 4:1 between bargaining unit employees and Technology Managers and/or Assistant Technology Managers during the life of this Agreement.

5. It is agreed that upon written notification to the Employer that any employee is not a member in good standing where Union membership is required by this Article, such employee shall be suspended from service within not to exceed two (2) weeks and shall not be permitted to work until the Employer is notified by the Union that the employee is in good standing with the Union.

6. As in the past, this Agreement shall not apply to work traditionally and commonly performed by stringers, freelancers and independent contractors. However, stringers, freelancers, or independent contractors shall not be used:

- (a) to perform regularly scheduled bureau or department duties or assignments within bureaus or departments;
- (b) to enable the layoff of an employee or the elimination of a position covered by this Agreement or employee benefits under this Agreement;
- (c) to substitute for temporary employees in those projects historically performed by temporaries.

## Article 2 - CHECKOFF

Upon a regular employee's voluntary written request, the Employer shall deduct such an employee's union dues, and/or assessments, according to a certified schedule to be furnished by the News Media Guild from time to time, from his/her salary account, unless such authorization is revoked in writing by the employee.

Such sums shall be paid to the Secretary-Treasurer of the News Media Guild not later than two (2) weeks after the deductions have been made.

All previous voluntary written requests referred to in Section 1 shall remain in force until revoked under their terms or until superseded by the following form, to be supplied by the Guild. AP will accept electronic signatures on dues checkoff authorizations.

Such request shall be made to the Treasurer of the Employer on the following form, to be supplied by the Union. AP will accept electronic signatures on dues checkoff authorization :

Treasurer:  
The Associated Press

I hereby voluntarily request and authorize The Associated Press to deduct from my salary account bi-weekly a sum equal to my regular Union dues, as certified by the Union Secretary-Treasurer to The Associated Press.

I further authorize The Associated Press to deduct from my salary account from time to time whatever sums are certified by the Union Secretary-Treasurer to The Associated Press as my regular Union assessments. Such sums are to be paid to the Secretary-Treasurer of the Guild not later than two (2) weeks after the deductions have been made.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year each from the date appearing below or until the termination of the Collective Bargaining Agreement between yourself and the Union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each from the date appearing below or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Union by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorization heretofore given by me in relation to my Union membership dues.

Employee's Signature \_\_\_\_\_  
Bureau or Department and Classification \_\_\_\_\_  
Date \_\_\_\_\_

The Guild agrees to indemnify and hold the Employer harmless against any and all claims, losses, and liability for or on account of any employee salary deductions remitted to the Guild pursuant to the terms of this Article.

### Article 3 – PAYROLL INFORMATION

1. The Employer agrees to furnish to the Guild the following information and payroll data for employees within Guild jurisdiction solely for use in collective bargaining between the Employer and the Guild.
2. The Employer shall provide the Guild monthly, within 15 days of the month in which the information became effective, with the following information:

- (a) For new hires: name, sex, birthday, address, Social Security number, date of employment, classification, department, starting salary, economic differential, experience rating, experience anniversary date and, if applicable, information on excess vacation accrual negotiated between an individual employee and the Employer.
- (b) For deletions: The information in (a) above and the reason for deletion.
- (c) For transfers: The effective date and bureau or department transferred to and from, salary and economic differential and any change of status.
- (d) In the case of part-time employees the initial report will include the number of hours assigned.
- (e) For rehires: The information in (a) above plus the location of previous employment, the date removed from payroll, and the dates of the applicable probationary period as provided for in Article 6 (Job Security), Section 4 for former regular employees or as it applies under Article 20 (Temporary Employees), Section 3.
- (f) Merit increases granted, name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

3. Up to thrice annually, upon request the Employer will provide a list of employees exempt from the hours and overtime provisions of Article 19 (Hours, Overtime and Work Schedules) with name, bureau, department, classification and reason for exemption. The Employer also shall supply the Guild annually, on request, a list of employees grouped by bureau and by department.

4. Up to thrice annually, upon Guild request and in a format specified by the Guild, where practical, the Employer will supply the Guild with a payroll list of employees covered in the unit and grouped by classification, and identified by bureau and department. This list will use names, date of birth and include minority grouping, service entry date, full years of service, experience anniversary date, weekly salary, date and amount of last merit increase and any broadcast fees. Also, at the same time, the Employer shall furnish a participation status report (showing the total number of participating employees) on the health, contributory group life and pension plans. By July 15 of each year, the AP will provide to the Guild a numerical breakdown of women, blacks, Hispanics, Asians, Native Americans, disabled persons and Vietnam Era veterans of the bargaining unit to the best of AP's knowledge.

5. The Employer shall supply the Guild no later than each June 1 the following information with respect to the Revised Retirement Plan for employees of The Associated Press represented by the Guild:

- (a) A list of all pensioners in the plan as of the preceding January 1. Such list shall include the date of birth, date of retirement, length of service and amount of benefit.
- (b) A list of "inactives" in the plan.
- (c) The annual valuation of the plan as prepared by the actuary.

## Article 4 – GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application of this Agreement or affecting the relations of the employee and the Employer.

2. Grievance procedure shall be initiated at the chief of bureau or department head level, where every reasonable effort shall be made to resolve the differences, except that grievances concerning a dismissal or alleged violation of Article 8, Section 2 of this Agreement may be taken directly to the national level. The grievance must be submitted in writing to the Employer within 90 calendar days of the occurrence of the event complained of, or in the case of a suspension, within 90 calendar days after written notice of the suspension is delivered to the Guild office in New York. A copy of the letter of suspension shall be sent to the Guild office within 14 days. Provisions of this Article and Article 5 (Arbitration) shall not apply on any grievance submitted more than 90 calendar days after the occurrence of the event complained of. The Guild agrees to inform the Employer in advance of the nature of the grievance. This information, to be supplied in writing, shall include pertinent details of the grievance, such as the names of the employees involved, the dates and, in cases of claimed contract violations, the article or articles on which the

grievance is based. Once the grievance notification has been given, the grievance shall be settled only through grievance procedure set forth in this Article or Article 5 (Arbitration); however, only disputes in which it is claimed that an article or articles of this Agreement have been violated may be submitted to arbitration.

- (a) In cases of grievances involving claims of continuing violations, the remedy period shall be limited to 90 days prior to the filing of the grievance.

3. The Employer agrees to meet with the committee within five calendar days after request for such meeting is received in writing as provided in Section 2 above. A maximum of two members of the grievance committee shall be given time off for such meetings, or more if by mutual agreement. If the Employer denies the grievance at the local level, the Guild shall be notified in writing within five calendar days of the last local meeting.

4. The Employer agrees to meet with Guild representatives at the national level on any grievance not settled after reasonable effort at the local level, provided, however, that such request for a meeting at the national level must be made within 45 calendar days of the written denial at the local level. Every reasonable effort shall be made to resolve the differences. No grievance may proceed to arbitration under this Article or Article 5 (Arbitration) without a national grievance meeting and, further, provisions of this article and Article 5 shall not apply on any grievance submitted at the national level more than 45 calendar days after the written denial at the local level. The Employer agrees to meet with Guild representatives at the national level within five calendar days after written notice to the Employer stating the nature of the grievance, unless this time is extended by mutual consent. A maximum of three members of the grievance committee shall be given time off for such meetings. If the Employer denies the grievance at the national level, the Guild shall be notified in writing within five calendar days after the last national level meeting on the dispute.

## Article 5 - ARBITRATION

1. On the written demand of either party there shall be submitted to arbitration (the procedure for which is set forth below) all disputes arising out of the application of this Agreement, provided, however, that nothing in this Agreement shall obligate the Employer to arbitrate any issue arising out of the Employer's sole responsibility to determine the size and composition of its staff, assignment or reassignment, promotion or demotion of personnel, including correspondents, within the Employer's office or offices in the same city or town as long as the employee's salary and classification are not changed; provided further, however, this does not preclude arbitration of disputes which may arise under Article 8 (Normal Work) insofar as that article relates to "no imposition of any unreasonable amount or type of work on any employee," or under Article 6, Section 3 (Job Security).

2. No grievance or dispute may be submitted to arbitration more than 45 days after the written notice of denial on the national grievance level (as described in Article 4, Section 4). In no case, however (rules of the American Arbitration Association notwithstanding), shall an arbitrator be appointed to rule on the issue of arbitrability of any matter arising out of the application of this Agreement if the demand for arbitration is filed after the above time limit is expired. This time limit may be extended by mutual consent.

3. In the event either party raises an issue of arbitrability, excepting the stipulation in Section 2 of this Article, the arbitrator appointed shall first rule on the arbitrability issue before proceeding to determine the merits of the dispute if he/she determines the issue to be arbitrable.

4. A grievance under this Article shall be submitted for arbitration only by written notice from the complaining party setting forth the grounds of the complaint. Such arbitration shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association, excepting the stipulations in Sections 2 and 3 of this Article. The decision of the arbitrator in any such arbitration shall be final and binding, and the expenses of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

5. All arbitration demands shall be filed with and administered by the New York City office of the American Arbitration Association. The Association shall provide the parties with a panel of qualified arbitrators from that location and office. After discussion, the parties shall determine the most appropriate and efficient location for the hearing. In the absence of agreement, the hearing shall be conducted in the city that serves as the control bureau for the location where the grievance arose. Any subsequent days of hearing shall be conducted on an alternating basis between the location preferred by the Guild and the location preferred by the Employer.

## Article 6 – JOB SECURITY

1. There shall be no dismissals except for just and sufficient cause. The Guild and the employee shall be notified in writing at least four weeks in advance of any dismissal, with the reason for the dismissal stated in such notice, except in cases of proven financial dishonesty, gross insubordination, gross neglect of duty, or gross misconduct in the performance of his/her duties, or where discharge is self-provoked for purposes of collecting dismissal indemnity. In the latter specified instances electronic or written notice will be supplied to the Guild by the Employer. The Employer may pay four weeks' salary in lieu of notice to the individual.

2. There shall be no dismissals by reason of putting this Agreement into effect. There shall be no reduction in salaries except as may be qualified by Article 24 (Military Service) and Article 10 (Advancement Opportunities) or by return to their regular assignments of employees who have been temporarily transferred to higher classification work. At the employee's request, and by agreement of the Employer, an employee may be transferred to an assignment of lesser responsibility or compensation.

3. Diversity and No Discrimination: There shall be no discharge of or other discrimination against any employee because of his/her membership or activity in the Guild, which shall include the pressing of contractual claims by employees. There shall be no interference or attempt to interfere with the activities of the Guild. There shall be no discrimination as to age, sex, sexual orientation, gender identity, race, creed, color, national origin, disability or veteran status to the extent prescribed by law. If the Guild files a demand for arbitration of such a grievance and the employee has filed a charge of employment discrimination, with the Equal Employment Opportunity Commission, or with a state or local human rights agency, or has filed a lawsuit alleging employment discrimination, other than on the grounds of membership or activity in the Guild or some other union, then the parties agree to defer the American Arbitration Association's appointment of an arbitrator until the Employer notifies the Union that the charge or lawsuit has been finally adjudicated.

The parties will create a joint committee on diversity and inclusion consisting of no more than three members appointed by the Guild and no more than three members from the Employer. The joint committee will meet during regular work hours and at Employer expense at the request of either party up to twice annually to review and propose initiatives concerning diversity and inclusion. A member may participate in meetings by telephone or videoconference. Either party may put items on the agenda for the meeting. Special guests may be invited to meet with the committee upon consent of the Employer and the Guild.

4. Trial Period: An employee may be employed for a trial period not to exceed nine months and may be discontinued at any time during such trial period with three weeks' notice or three weeks' pay in lieu of notice. The Employer has the sole right to make this determination, and further, the provisions of Article 5 (Arbitration) shall not apply to an employee discontinued during his/her trial period. Within 10 days after the employee has completed three months, five months and eight months of employment, the employee shall receive a written evaluation from his/her supervisor. If the second evaluation is not provided by 10 days after the five-month anniversary, the trial period shall be ended. Nothing shall prohibit the Employer from ending the trial period at any time. Former employees rehired shall undergo a trial period not to exceed three months. Military service shall not count in the computation of the trial period.

5. Transfer Cessation of Function: The Employer shall give regular employees displaced by the transfer of a particular function of an organizational unit the option of accepting a transfer with the function to another business location for

the same organizational unit or accepting dismissal indemnity in lieu of a transfer. In case of the cessation of functions of an organizational unit, the Employer shall offer transfers to the regular employees affected or, if unable to do so, shall reduce the force, in accordance with Section 7 of this Article. Should the employee decline a transfer or be released by reduction of force he/she shall receive dismissal indemnity/severance as provided for in Article 7 (Dismissal Indemnity/Severance). Acceptance of dismissal indemnity/severance by an employee under either of the conditions set forth herein shall be entered on the records as a layoff.

6. Definitions: This section defines the meaning of the specified terms below so that they will have an express meaning when used in this Agreement. Those specified terms are as follows:

- a. "seniority" means Company-wide length of service since an employee's most recent date of hire.
- b. "classification" means technician, customer relations specialist, Tier 1 product support specialist, and Tier 2 platform support specialist specified within Article 11 (Wage Minima) and senior technician with Article 12 (Systems Specialists and Senior Technicians).
- c. "qualifications and skills" means after the employee has demonstrated or can demonstrate and/or describe in written detail within seven (7) days to the Employer, professional competency (obtained from regular exercise in employment as a technician or the applicable classification, or through outside education or training) in the subject matter of the position and its classification, as well as in the use of the equipment, apparatus, and software required for the position. After the effective date of this Agreement, the Employer's designation of an organizational unit for an employee demonstrates his/her professional competency in the subject matter for all other positions in the same classification in that organizational unit, solely for purposes of the application of seniority rights within this Job Security Article. An Employee's regular work as a technician for the AP within the five (5) year period prior to the Employer's announcement of the need for a reduction in force demonstrates his/her professional competency in the subject matter of the Global Help Desk and/or Customer Support solely for purposes of the application of seniority rights within this Job Security Article, provided the technician performed Global Help Desk and/or Customer Support job functions on a regular weekly basis prior to the announcement of the reduction in force. An employee's successful completion of training, to which he/she is entitled pursuant to Section 7(d) below, demonstrates his/her professional competency in the use of equipment, apparatus and software.
- d. "business location" shall include its outpost/satellite sites (for example, the Pentagon is part of the Washington, DC business location, as well as all Employer work sites within the same city. For employees with a regular, primary assignment to Customer Support or Global Help Desk, those organizational units shall be deemed to operate as a single business location.
- e. "organizational unit" means one of the following: Customer Support, Global Help Desk, and US Field Operations.
  - i. After the effective date of this Agreement, a new organizational unit may be established only by mutual agreement of the parties.
  - ii. The Employer will determine and designate the appropriate organizational unit placement for incumbent employees within thirty (30) days of the effective date of this Agreement; employees hired or transferred thereafter shall be designated on the date of hire or transfer, in accordance with the organizational unit specified in the job posting. After the effective date of this Agreement, an employee who transfers into a new organizational unit demonstrates professional competency in the subject matter of the prior organizational unit for the five (5) year period prior to the Employer's announcement of the reduction in force.

7. Reductions in Force: In the event of a reduction in force in an organizational unit at a business location, the Employer will weigh an employee's seniority, as well as his/her qualifications and skills, in accordance with the provisions of this Section in order to determine which employee(s) will be laid off.

- a. Volunteers: In the event that the Employer determines that a reduction in force in an organizational unit is necessary, which does not involve the elimination of an entire organizational unit at a business location, and that its operating circumstances enable it to accomplish all or a portion of the necessary reductions in an organizational unit at a business location by voluntary means, then the Company will utilize a process as follows:
  - i. The Employer will solicit volunteers from among all employees in the affected classification(s), up to the total number of positions that it must reduce in each classification in the affected

- organizational unit at the business location;
  - ii. In the event that more employees volunteer than are necessary to accomplish the required reductions, then the Employer will accept volunteers in order of seniority until the necessary number of reductions has been reached;
  - iii. The Employer may decline a volunteer's offer when no other employee in the organizational unit at the business location has the qualifications and skills necessary to perform remaining work;
  - iv. Each volunteer accepted under this process will receive dismissal indemnity/severance as provided in Article 7, provided he/she executes and does not subsequently revoke a resignation agreement and general release of claims, which will include a waiver of any recall, re-hire or other rights that he/she otherwise may be entitled to under this Agreement.
- b. Vacancies. If vacant positions are available in an organizational unit at a different business location at the time the Employer determines that a reduction in force is necessary in that same organizational unit, then the Company will offer vacant positions to the affected employees in order of seniority provided the employee(s) has/have the qualifications and skills necessary to perform the work required for the position. If a vacant position is available in a different organizational unit at the same business location as the affected employee(s), then the Employer will offer vacant positions to the affected employee(s) in order of seniority provided the employee(s) has/have the qualifications and skills necessary to perform the work required for the position. The Employer shall provide such employees with reasonable advance notice of all vacant positions through its electronic job posting system. If an employee accepts a transfer to a vacant position at a different business location, then the Employer shall reimburse the employee's transportation and relocation expenses in accordance with Article 9, Section 2 (Transfers). If an employee declines a vacant position, then the employee may exercise his/her rights under the following provisions of this Article.
- c. Reductions. In the event that the Employer determines that a reduction in staff is necessary and that it cannot, in whole or in part, be accomplished by the process of 7(a) or (b) above, then reductions will occur as follows: the Employer will lay off employees in reverse order of seniority in the affected classification(s) within the affected organizational unit at the business location provided the more senior employee(s) has/have the qualifications and skills to perform the remaining work in that affected organizational unit at the business location; if not, then then less senior employee(s) shall be retained, and the next least senior employee(s) shall be laid off until the requisite number of reductions has been reached.
- d. Displacement after Training. If the Employer has previously trained a less senior employee in the organizational unit at the business location and has not previously provided a more senior employee in the same classification a training opportunity on equipment, apparatus and/or software necessary to perform the remaining work in his/her classification within the organizational unit at the business location then the Employer will provide all such affected employees with all necessary and sufficient training so that he/she has a reasonable opportunity to acquire the qualifications and skills necessary to perform the remaining available work in the classification. During such training, the Employer shall articulate in writing its reasonable expectations regarding the available work. The training shall include reasonable orientation, instruction, oversight, access to resources and equipment, and prompt feedback regarding the work performed. The amount of training provided shall be reasonably based on the circumstance but shall be provided over a period of no less than four (4) weeks. The Employer agrees to provide a mentor/coach with whom the trainee may communicate outside of formal training periods. The parties agree that any time spent in such communications outside of the trainee's scheduled work hours is not time worked and is not compensable.
  - i. The Employer agrees that the supervision, oversight, instruction, and/or orientation of any employee offered a training opportunity will not be performed by any employee who may otherwise be displaced by the employee who is to be trained.
  - ii. Provided that the Employer has complied with the requirements herein, then the Employer shall have the sole discretion to determine whether an employee has successfully completed the training period, and that determination will be based solely on AP's reasonable evaluation of the employee's qualifications and skills necessary to perform the required work in the classification and shall not be based on any other considerations. If the Employer determines that the employee did not successfully complete the training period in accordance with his section, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7 (Dismissal Indemnity/Severance).
  - iii. If the more senior employee successfully completes the required training period, then the more senior



employee with qualifications and skills will be retained and the displaced least senior employee in the classification will be given the right to transfer into vacant positions in accordance with all of the provisions of subsection (b) above, provided the employee has the qualifications and skills necessary to perform the work of the vacant position. If the displaced least senior employee declines a transfer to any vacant position for which he/she has qualifications and skills then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7 (Dismissal Indemnity/Severance).

- e. Displacement in a Different Organizational Unit: If a more senior employee scheduled for layoff in an organizational unit at a business location has the qualifications and skills to perform work in the same classification in a different organizational unit operating at the same business location, then he/she may elect to displace the least senior employee in the same job classification for which he/she has the qualifications and skills. If so elected, then the displaced least senior employee in the classification in that organizational unit at the same business location shall be laid off without the ability to displace any other employee regardless of his/her qualifications and skills.
- f. Regardless of relative seniority or qualifications and skills, no employee has the right to displace any other employee who is assigned to a different business location.
- g. Dismissal Indemnity Valuations:
  - i. If a more seniority employee in an affected organizational unit at the business location does not have the necessary qualifications and skills to retain a position in his/her organizational unit, does not qualify for a training period, and either cannot or does not elect to displace a less senior employee in another organizational unit at the same business location, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7 (Dismissal Indemnity/Severance).
  - ii. If a more senior employee scheduled for layoff declines to accept work for which he/she has the qualifications and skills or, at any time during a training period, elects to discontinue the process, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7 (Dismissal Indemnity/Severance).

8. Recall and Rehire: Employees laid off under Sections 5 and 7 of this Article shall have their names placed for eighteen (18) months on a preferential list for recall in the particular organizational unit at the business location concerned and shall be recalled if a vacancy occurs in the same organizational unit at the business location during that period. The Employer will provide access to its internal job posting site to all affected employees during the recall period, so that employees on recall may apply for available vacancies at any business location. Seniority shall be retained throughout the eighteen (18) month period during which the employee is eligible for recall and shall prevail on recall to his/her prior organizational unit at the business location where employees are qualified for the available work.

- a. Recall to Prior Business Location: If an employee declines an offer of recall at his/her prior organizational unit at the business location or fails to report to his/her prior organizational unit at the business location within thirty (30) days after written notice of a recall offer is mailed to the employee's last address provided to the Employer, then he/she shall be removed from the recall list and the Employer shall have no further obligation to recall or rehire any such employee.
- b. Employee Applies for Rehire to a Vacant Position at Another Business Location: During the eighteen (18) month recall period, employees will receive preference according to seniority for other bargaining unit vacancies for which they have submitted an application, provided they are qualified to fulfill the requirements of the position without training and no other employee in the same classification in that organizational unit at that business location is eligible for recall. Employees rehired under this provision shall not be entitled to reimbursement of expenses pursuant to Article 9 (Transfers). Notwithstanding, the Employer will reimburse the employee for transportation expenses for all members of his/her household, as well as living expenses for one (1) week in the city to which he/she is rehired pursuant to this subsection. Additionally, employees rehired under this subsection must also comply with the requirements of Article 7 (Dismissal Indemnity/Severance) regarding repayment of dismissal indemnity and severance. Any employee who declines a position offered under this subsection shall relinquish his/her preferential rights to vacancies in locations other than his/her former business location.
- c. Employer Offers Rehire to Vacancy at Another Business Location: If, in the absence of an employee's application, an employee declines an offer of rehire extended unilaterally by the Employer to a different business location than the one at which he/she worked prior to layoff (but to an organizational unit in which he/she has

qualifications and skills), then he/she will remain eligible for recall only to his/her prior organizational unit at his/her original business location and will not be eligible for vacancies that may arise subsequently in any other organizational units or business locations. If pursuant to this subsection an employee accepts an offer of rehire to an organizational unit at a business location other than the one in which he/she worked prior to layoff, then the Employer will reimburse the employee's transportation and relocation expenses in accordance with Article 9, Section 2 (Transfers).

- d. Termination of Seniority, Recall and Rehire Rights: If an employee is not rehired or recalled within eighteen (18) months of his/her layoff, then his/her seniority shall terminate and he/she will have no further seniority, recall or rehire rights.

9. The Employer will give the Guild not less than six months' notice prior to the installation of new equipment or machinery generally referred to as automation, provided that such installation would result in a reduction of the staff. The Employer will continue its policy of accomplishing any such reduction in staff by attrition, if possible. All employees displaced may elect termination with dismissal indemnity as specified under Article 7, Section 5 (Dismissal Indemnity/Severance). Employees with not less than five years' continuous service may apply for existing vacancies in other related classifications within the jurisdiction of the Guild. If such employee is not qualified in the opinion of the Employer for the position sought, the Employer will give a minimum of three and no more than six months' paid training for the new related classification at a rate of pay not less than the beginning scale for the new related classification, or at the pay in the employee's old classification, whichever may be higher. In the case of employees who do not elect any of the above options, the Employer agrees to pay school fees or tuition not exceeding \$7,500 per employee for training for other work in a school or institution duly accredited under the Veterans Re-adjustment Benefits Act of 1966 or at another institution acceptable to the Employer. Under this option the employee would receive dismissal indemnity and terminate Associated Press employment.

10. The Employer shall furnish employees an electronic or physical copy of any commendation, criticism, rating or formal comment regarding their overall performance simultaneously with its being placed in the employee's personnel file. The Employer will provide the Guild with an electronic or physical copy of any bargaining unit employee's annual performance evaluation with an overall rating below "Meets Expectations." The employee shall be entitled to file a response, which the Employer shall place in his/her personnel file. Upon request, each employee shall receive an assessment of his/her qualifications for advancement. Each employee in every classification covered by this Agreement shall receive a personnel evaluation once annually followed by a conference with the employee's manager. The employee shall be given an electronic or physical copy of the written annual appraisal to be placed in his/her personnel file, and shall have the right to have a written response entered with it. The Employer will provide the Guild with electronic or physical copies of written warnings informing a bargaining unit employee of potential discipline within fourteen (14) days of issuance.

11. Employees will not be suspended, discharged, or otherwise disciplined because of their inability to perform new work for which they have not been trained.

12. When interpreting or applying the rights and obligations specified under this Article, an employee in the US Field Operations organizational unit who, at the request of and/or with the consent of the Employer, works remotely and is not required to report regularly to a business location maintained by the Employer will be deemed to be working within the US Field Operations organizational unit at the business location nearest to the location of his/her remote assignment. This provision shall not apply to employees working in any organizational unit other than US Field Operations.

## Article 7 - DISMISSAL INDEMNITY/SEVERANCE

1. Except as noted in this Article, dismissal indemnity shall be paid to any employee who has completed the trial period and who is discharged, in addition to four weeks' notice of discharge, provided the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

2. Except as noted herein, dismissal indemnity shall be paid in a lump sum at the rate of two weeks of pay for the first six months of service, plus one week of pay for each subsequent full six months of continuous service up to a maximum of 72 weeks of pay for 426 months or more of continuous service. Employees who are terminated for poor performance will be paid dismissal indemnity in a lump sum at the rate of one (1) week of pay for each full 12 months of continuous service up to a maximum of 36 weeks of pay for 426 months or more of continuous service with the Employer.

3. Indemnity shall be based on the highest regular weekly salary received by the employee during his/her last continuous employment with the Employer.

4. Dismissal indemnity need not be paid to any employee discharged for proven financial dishonesty, gross insubordination, gross neglect of duty, or gross misconduct in the performance of his/her duties, where discharge is self-provoked for purposes of collecting dismissal indemnity or where the employee does not execute a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

5. Employees who are terminated due to staff reductions at a new or merged business within 24 months of an entity's acquisition by the Employer will be paid dismissal indemnity in a lump sum at the rate of one week of pay for each full 12 months of continuous service with the Employer up to a maximum of two (2) weeks of pay. Except for those employees who are terminated within 24 months of an entity's acquisition by the Employer, anyone covered by this Agreement shall receive dismissal indemnity according to the schedule contained in Section 2 of this Article if they are affected by a staff reduction. In addition, they shall receive a severance payment based on the following schedule: two weeks of pay for employees with less than five (5) years of service; four weeks of pay for those with five (5) or more but fewer than ten (10) years of service; six weeks of pay for those with ten (10) years or more but fewer than fifteen (15) years of service; and eight weeks of pay for those with fifteen (15) years or more of service. In the case of an employee who worked for another entity at the time it was acquired by the Employer, service time and severance/dismissal pay eligibility shall be determined in accordance with the terms of the buy/sell agreement. In no case shall the Employer pay any dismissal indemnity/severance under this Article unless the employee actually is separated from the Employer's service and the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

6. When an employee is recalled or rehired pursuant to Article 6, Section 7 (Job Security), or rehired after layoff in another location, then the amount of dismissal indemnity/severance/notice pay to be repaid by the employee shall be calculated and repaid as follows:

- a. The employee will retain an amount equal to one week of dismissal indemnity/severance/notice pay for each week that he/she was not employed subsequent to termination and prior to recall or rehire.
- b. The employee shall repay, in a lump sum, the balance of dismissal indemnity/severance/notice pay to the Employer at the time of recall or rehire.
  - i. If an employee informs the Employer that he/she is unable to repay the balance in a lump sum, then he/she may repay the Employer in equal installments via payroll deduction over a period of six (6) months for balance amounts of \$5,000 or less, or over a period of twelve (12) months for balance amounts in excess of \$5,000. Employee agrees to execute the necessary document to authorize deduction of said repayment amounts from his/her wages.
  - ii. It is agreed that the Employer shall not delay recall or rehire as a result of the need to repay dismissal indemnity/severance/notice pay.
- c. Employees who are recalled, or rehired shall retain the seniority date they held prior to layoff. If an employee leaves employment for any reason prior to repaying the full amount of dismissal indemnity/severance/notice pay as required by this Section, then the unpaid balance will be deducted from his/her final wages and/or time off accruals, to the extent necessary and possible, as well as from any future calculation of dismissal indemnity/severance pay to which he/she may be entitled under the terms of this Agreement.

- d. The repayment of dismissal indemnity/ severance/notice pay provided in this Section is contingent upon the Employer's written notification to the affected employee of the repayment requirements contained herein at the time of his/her termination.

## Article 8 – NORMAL WORK

1. The Employer shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer will take cognizance that additional duties imposed on employees will limit their ability to perform the amount of work previously done.
2. Should the Employer create a new job category or new job duty within the Guild's jurisdiction, the Employer shall notify the Guild and the parties shall negotiate a new minimum compensation. If agreement on minimum compensation cannot be reached, the controversy shall be submitted to final and binding arbitration under the procedure set forth in Article 4 (Grievance Procedure) and Article 5 (Arbitration). A change in the method of operation shall not be considered a new job duty unless such change materially alters the job function. It is recognized that the normal work of wage classification "A" employees covered by this Agreement requires newsgathering and news reporting in all media formats, which does not materially alter job functions or require additional compensation. Nothing in this Agreement shall preclude the Employer from adopting technological advances in newsgathering, production, and/or distribution and such changes do not constitute new job categories or new job duties.

## Article 9 – TRANSFERS

1. The policy of the Employer is to meet the needs of the service and, wherever possible, to provide wider opportunities for employees. Employees desiring transfer opportunities should make known their wishes in writing to the head of their organizational unit, with a copy sent to the Vice President of Human Resources in New York, to get them on record for consideration when conditions permit. Transfers to other bureau cities shall be made only by mutual consent of the Employer and the employee, and no employee shall be penalized for refusing to accept a transfer, except as specified in Article 6 (Job Security).
2. The Employer shall provide any transferred employee with a base lump sum allowance of \$7,500.00, which the employee may utilize in his/her discretion for his/her relocation expenses. In addition to the base allowance, the Employer will provide an additional lump sum allowance of \$5,000.00 for selling a home, \$2,000.00 for relocating a spouse, and \$2,000.00 for relocating any children. Employees shall not be required to obtain pre-approval of any expense, to itemize expenses and/or to utilize specified relocation agents or services. Other than the base lump sum and the applicable additional allowances, the Employer has no obligation to provide, facilitate and/or to reimburse a transferred employee with any other expenses or services related to the employee's relocation.
3. There shall be no reduction in salary because of a transfer, unless an employee exercises his/her option under Article 6, Section 2 (Job Security). However, an employee transferring to another bureau city shall receive the economic differential applicable to the city to which he/she is transferred; the employee will be informed in writing before the transfer of any change in the differential. No employee may agree to terms less than those provided by this Agreement.
4. The Employer shall not be bound by Section 2 above when an employee requests a transfer for personal reasons

and the Guild office in New York will be advised of any transfers made under this provision. A written request for transfer filed with the Employer as outlined in Section 1 of this Article shall not be considered a transfer request for personal reasons.

## Article 10 - ADVANCEMENT OPPORTUNITIES

1. (a) With the exception of senior management positions, notices for all employment opportunities, whether or not covered by this Agreement, shall be posted by the Employer electronically. These notices shall provide employees two weeks from the transmittal date to make application for the positions, except on those rare occasions when AP needs to fill a particular vacancy more rapidly, in which case the Employer shall notify the Guild in writing.

b) Employees desiring transfer opportunities should make known their wishes, in writing, to their chiefs of bureau or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit, as provided in Article 9 (Transfers). In such cases, the employee may also forward a copy to the chief of bureau or department head in the location to which the employee seeks a transfer.

(c) The Employer shall retain the exclusive right to determine who shall fill any vacancy subject to any applicable provisions of this Article.

(d) No employee shall be penalized for refusing to accept a promotion, except as specified in Article 6 (Job Security).

2. (a) For openings in the technician classification, preference over new applicants shall be given to the advancement of employees in lower classifications subject to the employees' qualifications and skills, with the Employer being the sole judge.

(b) In all other classifications covered by this Agreement, preference shall be given to the advancement of employees in lower classifications subject to the employees' qualifications and skills. In selecting employees for advancement, the Employer will give preference to length of service.

(c) Nothing herein is intended to exclude other Associated Press employees from consideration.

3. Employees desiring an opportunity to advance to the technician classification may be given tryout as specified below:

(a) If the tryout occurs because of a vacancy on the regular news staff, the tryout period will not exceed six months, with the employee receiving performance appraisals after two and four months. In the event such employee proves able to perform such duties regularly, he/she shall be given the proper classification on a regular basis. If unable, he/she shall revert to the old classification and duties without loss of benefits to which he/she might be entitled.

(b) If the tryout occurs because of a temporary vacancy or project (such as vacation relief, legislative relief, disability relief or a leave of absence), the tryout period will not exceed nine months, with the employee receiving performance appraisals after three and six months. At the conclusion of such a temporary assignment, before the employee's return to the old classification, he/she will be provided with an appraisal of the work in the higher classification.

4. Employees desiring an opportunity to advance to classifications other than those specified in Section 3 above may be given tryouts for a period of three (3) months, and will be given performance appraisals after one and two months.

5. The salary during such trial periods shall not be less than the employees' wages for their present classification, or the starting minimum in the new classification, whichever is higher.

6. Reassignment of an employee to higher classification work shall not be deemed a work schedule change calling for

penalty payment under the provisions of Article 18 (Hours, Overtime and Work Schedules) of this Agreement.

7. All employees shall be given every opportunity to advance their careers with the Employer and are encouraged to pursue outside educational opportunities. If an employee takes such courses, approved by the Employer in advance, the Employer shall reimburse the employee for said costs, either on successful completion of the course, or on interim reports, showing satisfactory progress. The course and the specific amount to be reimbursed must be approved by the Employer, in writing, in advance. Approval shall not be unreasonably denied.

8. It is expressly understood and agreed, however, that should any employee resign within two (2) years after completion of the last course, examination or course materials paid for by the Employer for any employee's advancement toward eligibility, in whole or in part, for the certification differential payable under Article 11 (Wage Minima), then the employee must reimburse the Employer from his/her terminal wages, accrued vacation and, if necessary, personal assets, for the pro- rata cost of the course work, written materials and/or certification examinations paid for by the Employer for the employee's benefit and on his/her behalf.

The Employer shall provide adequate training on equipment under the Technician's jurisdiction, including satellite communications systems and related equipment, and shall further provide, subject to availability, information (manuals, schematics, educational and trouble-shooting material) necessary to aid proficiency in servicing said equipment. Such training may be, but is not limited to, formal classes at the New Jersey Production Department. The Employer will use its best efforts to provide a list of such planned classes with as much notice as practical to allow employees to request training.

The Employer will establish the training schedule and employees' regular calendar workweek schedule may be modified accordingly without penalty. Upon completion of said training, the employees' schedule will revert back to their normal schedule at the beginning of the calendar week immediately following said training.

It is further agreed that, for the life of this Agreement, the Employer will provide \$1,000.00 per year to update the digital online resources, based on recommendations from the field.

9. Upon written request, the AP will meet with up to three (3) Guild representatives every six months to discuss employee concerns, preferences and inquiries on AP training programs. Should travel be required to attend these meetings, Employee participants will not suffer a loss or reduction in regular wages, including time spent traveling to and from meetings.

## Article 11– WAGE MINIMA

An employee must be A+ and Network+ certified in order to be classified and paid as a technician or senior technician.

The Employer agrees to establish the following weekly minimum rates in the following classifications effective the start of the first payroll period following the date of ratification of this Agreement:

### TECHNICIANS

<b>Years of Experience</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>
In the 1st year	\$782.38	\$796.07	\$810.00
In the 2nd year	\$923.93	\$940.09	\$956.55
In the 3rd year	\$1,065.55	\$1,084.20	\$1,103.17

### CUSTOMER RELATIONS SPECIALISTS

<b>Years of Experience</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>
In the 1st year	\$782.01	\$795.70	\$809.62
In the 2nd year	\$830.89	\$845.43	\$860.23
In the 3rd year	\$879.78	\$895.18	\$910.84

### TIER 1 PRODUCT SUPPORT SPECIALISTS

<b>Years of Experience</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>
In the 1st year	\$805.33	\$819.42	\$833.76
In the 2nd year	\$856.01	\$870.99	\$886.24
In the 3rd year	\$906.70	\$922.57	\$938.71

### TIER 2 PLATFORM SUPPORT SPECIALISTS

<b>Years of Experience</b>	<b>7/1/2019</b>	<b>7/1/2020</b>	<b>7/1/2021</b>
In the 1st year	\$923.60	\$939.76	\$956.21
In the 2nd year	\$991.17	\$1,008.52	\$1,026.17
In the 3rd year	\$1,064.39	\$1,083.02	\$1,101.97
In the 4th year	\$1,115.07	\$1,134.59	\$1,154.44
In the 5th year	\$1,188.29	\$1,209.08	\$1,230.24

	Through June 30, 2019	7/1/2019	7/1/2020	7/1/2021
<b>System Specialists Differential</b>	\$98.62	\$100.59	\$102.35	\$104.14

The Employer agrees to pay Technicians the following Economic Differentials:

Class A Bureaus – 11.41% (eleven point forty-one percent) of base salary or \$80.00 weekly, whichever is greater, applicable in Cranbury, New York City, Washington D.C., Boston, Chicago, Los Angeles and San Francisco.

	7/1/2019	7/1/2020	7/1/2021
<b>Class A Economic Differential</b>	\$121.58	\$123.71	\$125.88

### Seniority Differentials

Employees in all classifications shall receive as regular wages:

	Through June 30, 2019	7/1/2019	7/1/2020	7/1/2021
<b>After 2 Years</b>	\$18.50	\$18.87	\$19.20	\$19.54
<b>After 3½ Years</b>	\$24.30	\$24.79	\$25.22	\$25.66
<b>After 5 Years</b>	\$30.05	\$30.65	\$31.19	\$31.73
<b>After 7½ Years</b>	\$35.85	\$34.53	\$35.13	\$35.75
<b>After 10 Years</b>	\$47.55	\$48.50	\$49.35	\$50.21
<b>After 15 Years</b>	\$53.60	\$54.67	\$55.63	\$56.60
<b>After 20 Years</b>	\$59.00	\$60.18	\$61.23	\$62.30
<b>After 25 Years</b>	\$69.00	\$70.38	\$71.61	\$72.86
<b>After 30 Years</b>	\$75.00	\$76.50	\$77.84	\$79.20
<b>After 35 Years</b>	\$80.00	\$81.60	\$83.03	\$84.48

Employees working three-fourths (3/4) or more of the full work week shall be entitled to full seniority differential. Employees working at least one-half (1/2) but less than three-fourths (3/4) of the full work week shall receive one-half (1/2) of the seniority differential.

### Certified Technicians and Customer Support Specialists

A Certified Technician or Customer Support Specialist is a Technician or Customer Support Specialist who has successfully completed all of the prescribed courses and tests as outlined below and will receive the specified differential.

Any technician who attains a Security+ certification, a Certified Video Engineer certification, a specified MAC certification, the Microsoft Office Specialist (MOS) Word 2010 Expert and Outlook 2010 certifications (both required for receipt of differential), and/or the MCITP/Enterprise Desktop Support Technician certifications shall receive a weekly differential of \$35.00 for each certification achieved, up to a maximum of \$175 per week for any and all certification differentials.



Any Tier 1 Product Support Specialist or Tier 2 Platform Support Specialist who attains a Web Systems certification (CIW Level 1), a specified Mac certification and/or Linux+ certifications shall receive a weekly differential of \$35.00 for certification achieved.

Employees must maintain such certification at the intervals required by the certification authority in order to continue to receive the certification differential.

Upon written request to and approval of the Director of US Field Support for Technicians and Director of Customer Support for Tier 1 Product Support Specialist or Tier 2 Platform Support Specialist, employees, who otherwise meet the criteria for CIW, CEV, the MOS/Outlook & Word Expert, MCITP/Enterprise Desktop Support Technician, Linux+ certification, Security+ or MAC training and aspire to achieve CIW, CEV, MOS/Outlook & Word Expert, MCITP/ Enterprise Desktop Support Technician, Linux+ certification, Security+ or MAC certifications, will be afforded at least three (3) hours and up to five (5) hours per week for CBT and other training, operating conditions permitting. Any Technician or Customer Support Specialist requesting such training who has been subject to any disciplinary action within the past 12 months will be disqualified for selection.

## Article 12 - SYSTEM SPECIALISTS AND SENIOR TECHNICIANS

### 1. *System Specialists*

A System Specialist is an employee who, by virtue of ability and experience, has been selected by the Employer to work in a "Technical Center" and has agreed to be so assigned.

A System Specialist will operate, maintain, and install the sophisticated equipment used in such centers. Typically, this would include VAX computers, Wide Area Network and leased line interfacing devices, digital carrier systems, satellite uplinking devices and other equipment necessary to maintain the Employer's communications networks.

Through June 30, 2019, a System Specialist will receive a differential of \$98.62 per week in addition to the normal Technician compensation, including all other differentials provided under this Agreement. System Specialists' work schedules and assignments will be at the sole discretion of the Employer subject to provisions of Article 18 (Hours, Overtime and Work Schedules). Effective July 1, 2019, this differential will increase to \$100.59; effective July 1, 2020, the differential will increase to \$102.35; and effective July 1, 2021, the differential will increase to \$104.14.

After an initial twenty-four (24) month period, a System Specialist desiring to transfer from the assignment may do so by providing twelve (12) months' notice and requesting a transfer, under the provisions of Article 9 (Transfers) of this Agreement, to an assignment for which he or she was previously qualified.

### 2. *Senior Technicians*

The Employer will select Senior Technicians from among qualified bargaining unit technicians. The Employer will select employees for this classification in its sole discretion and determination of whether an employee, by virtue of his/her ability and experience, is capable of working independently with minimal supervision; is capable of providing guidance to other technicians and/or functioning as a team lead; can instruct new technicians; and can be assigned a schedule that supplements the Employer's need to provide coverage and insure stability of the technology network.

When senior technician job opportunities occur, the Employer will follow the job posting provisions of this Agreement and will consider the qualifications of all bargaining unit technicians who apply for the position. If no qualified technician applies, accepts an offer, or desires to relocate to where there is a business need for this classification, then the Employer may pursue external candidates for the position.

Senior Technicians will receive a minimum weekly salary that is \$110.00 per week greater than the effective third year wage scale established for a technician. Senior Technicians will also be eligible for all differentials provided under this Agreement. As a condition of this classification and in exchange for its higher weekly salary, Senior Technicians will be required to remain on-call at times designated by the Employer and Sections 5, 6, and 7 of Article 18 (Hours, Overtime and Work Schedules) will not apply to Senior Technicians, except that Senior Technicians will receive premium pay for any overtime actually worked.

Additionally, Senior Technicians' work schedules and assignments will be at the sole discretion of the Employer, subject to provisions of Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13 and 14 of Article 18 (Hours, Overtime and Work Schedules).

If a Technician declines or wishes to discontinue an appointment to Senior Technician, then the Employer is under no obligation to place the employee in an alternate position and the employee may be subject to layoff pursuant to Article 6 (Job Security).

## Article 13 – GENERAL INCREASES

Employees on the Employer's payroll on the date specified herein will receive general wage increases as follows: 1) two percent (2.0%) to each employee's regular weekly salary and to economic differentials, which shall become effective on the July 1, 2019; 2) one and three-quarters percent (1.75%) to each employee's regular weekly salary and to economic differentials, which shall become effective on July 1, 2020; and 3) one and three-quarters percent (1.75%) to each employee's regular weekly salary and to economic differentials, which shall become effective on July 1, 2021.

Full-time employees will also receive a lump sum of \$750 within 30 days of the ratification of this Agreement; of \$250 on January 1, 2020; and of \$250 on January 1, 2021. These lump sum amounts shall be prorated for part-time employees, shall be subject to standard taxation and withholding deductions, shall be payable on a one-time only basis, and shall not be included in any employee's regular salary, wage rate or regular pay for any other purpose.

## Article 14 – GENERAL WAGE PROVISIONS

1. Credit in the foregoing classifications, unless otherwise specified, shall be given for equivalent experience acquired in full-time or regular part-time work in each of the classifications specified in the Agreement.

2. Any employee who performs work in more than one classification shall receive the rate of pay of the higher classification for the time worked in such classification, except as modified by Article 10 (Advancement Opportunities). It is agreed that the compensation shall be at least \$15.00 per week more than the salary for the lower classification if an employee is assigned to perform eight hours or more a week in a higher classification. A day's experience in the higher classification shall be credited for any part of a day worked therein. Any overtime worked in the higher classification shall be compensated at the overtime rate of the higher classification.

3. An employee hired at or advanced to a salary above the minimum for his/her classification experience after the date of the signing of this Agreement shall be credited automatically with an experience equal to or nearest the rating to which his/her salary applies.

## Article 15 – INDIVIDUAL BARGAINING

1. It is the established policy of the Employer to grant salary increases to employees on the basis of individual performance and merit. Such policy may be continued and the Guild will limit its consultation thereon to verifying (a) the number and (b) the frequency of such increases and (c) fair employment rights defined under Article 6, Section 3 (Job Security) of this Agreement. Distribution of individual increases during the term of this Agreement will conform to the normal practice of the Employer. It is the normal practice of the Employer to review the performance of each employee at least once during a year. The Employer will supply the Guild with lists of merit increases to be granted, such lists to contain the name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.
2. Any employee represented by the Guild may bargain individually with the Employer as to the employee's hours, wages and working conditions except that he/she may not bargain for terms less than those provided herein.

## Article 16 – NIGHT AND SUNDAY DIFFERENTIAL

1. Through June 30, 2019, employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on at least four nights in one week shall receive a weekly night differential of \$38.00. Effective July 1, 2019, this differential shall be increased to \$38.76; effective July 1, 2020, this differential shall be increased to \$39.44; and effective July 1, 2021, this differential shall be increased to \$40.13.
2. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on three or fewer nights in one week shall receive one-fourth of the full weekly night differential for each such daily trick.
3. Through June 30, 2019, employees regularly assigned to work at any time between 3 a.m. and 6 a.m. (local time) shall receive an additional payment of \$10.00 for each such daily trick but shall receive the full weekly overnight differential of \$41.50 if they work two or more early tricks. Effective July 1, 2019, this differential shall be increased to \$10.20 for each such daily trick and the full weekly overnight differential shall be increased to \$42.33 if they work two or more early tricks. Effective July 1, 2020, this differential shall be increased to \$10.38 for each such daily trick and the full weekly overnight differential shall be increased to \$43.07 if they work two or more early tricks. Effective July 1, 2021, this differential shall be increased to \$10.56 for each such daily trick and the full weekly overnight differential shall be increased to \$43.82 if they work two or more early tricks.
4. Employees regularly assigned and required to work on Sunday and whose Sunday trick begins after 6 a.m. and ends before 7 p.m. (local time) and who are not already receiving a night differential under Section 1 above, shall receive a Sunday differential equivalent to the daily night differential formula in Section 2 of this Article.
5. There shall be no deduction of night differential or Sunday differential for holidays off, sick leave, vacations or joint contributions to the Employer's voluntary pension plan.

## Article 17 EXPENSES

1. The Employer shall pay expenses incurred by an employee in the course of the employee's work when the Employer has authorized such expenses. Such authorized expenses shall include transportation, if required.
2. For the authorized use of an employee's automobile, the Employer agrees to pay:
  - (a) The established IRS reimbursement rate for each business mile driven when the employee is authorized to use his/her automobile, but not less than \$15.00 per day.

(b) A weekly allowance to technicians who use their own cars in their work, as opposed to a car leased by the Employer. The weekly allowance will be at least five times the daily allowance in Section 2 (a) of this article. The mileage reimbursement outlined in Section 2 (a) of this Article shall apply to 50 miles a week for employees on such an allowance for making their automobiles available. Thereafter, the mileage reimbursement shall apply only after the employee receiving the weekly allowance drives on assignment more than 125 miles in a workweek.

(c) Necessary parking fees where free parking is not available at the place of authorized car use.

(d) Any technician receiving the weekly allowance specified in Section 2(b) shall not receive such weekly allowance during weeks in which he/she is on out-of-town assignments for the entire week and does not use his/her personal car.

(e) Any technician who agrees to make his/her personal automobile available for business use and who receives the weekly allowance specified in Section 2(b) will be reimbursed for the actual additional cost of the premium needed to insure his/her automobile at the business use rate rather than at the personal pleasure use rate, up to an annual maximum of six hundred dollars (\$600). Employees must provide one (1) week's advance written notice of a decision to cease business use of his/her automobile and must reimburse the Employer for the business use premium for any period of non-utilization of not less than one (1) week. Employees will provide one (1) week's advance written notice of an intention to resume business use of a personal vehicle.

(f) The Employer shall have the option of providing a leased vehicle in lieu of mileage compensation rates and/or weekly minimums described above. The type of vehicle shall be at the sole discretion of the Employer however, no new vehicle with less than a four (4) STAR rating, as determined by the National Highway Traffic Safety Administration (NHTSA), will be provided as a regular replacement vehicle through normal advance ordering procedures. When circumstances dictate that a replacement vehicle is needed before it could be supplied via normal advance ordering procedures or, in areas where all-wheel drive is selected a three (3) STAR rating will be permitted.

(g) Passenger cars provided will be either full size or intermediate station wagons or sedans. Again, these vehicles will not exceed the safety standard stated above and will be equipped with the same optional equipment currently provided, if available. The Employer also pledges that it will not assign a compact or sub-compact car to any Technician except by mutual consent and that the Employer will add no more than five (5) additional bureau cars to its fleet.

(h) In order to receive the payments specified in this Section 2, employees must submit an expense report documenting the date, name/place of assignment, and the actual miles driven for each business assignment during that week. The daily minimum reimbursement specified in Section 2(a) and the weekly allowance specified in Section 2(b) shall be subject to taxation in accordance with law and regulation.

3. The Employer agrees to notify any affected employees 90 days in advance if an Employer vehicle is to be supplied for the employee's use. If an employee is assigned an Employer vehicle on a regular basis, the Employer agrees to provide six months' written notice to the affected employee when the vehicle is to be withdrawn. If it is not possible to give the full six months' written notice, then in lieu of notice, the Employer will pay the Employee \$100 a month up to a maximum of \$600. The Employer will reimburse employees promptly for damage sustained by employee-owned vehicles in connection with assigned coverage of civil disorders, riots and insurrections. Other accidental damage to the employee's automobile while on the Employer's business, not reimbursed by insurance, will be reimbursed up to \$750. All other accidental damage to employee's personal property while on company business will be considered on a case basis.

4. The Employer agrees to carry Business Travel Accident insurance coverage with a death benefit of \$200,000 for employees who are on assignments. An employee will be reimbursed a maximum of \$5.00 to cover insurance the

employee buys on a scheduled passenger airplane flight for business purposes. The employee shall present paid vouchers covering this expense.

5. Employees who are confined to a venue during an out-of-office assignment without overnight stay shall be entitled to reimbursement for reasonable meal expenses.

## Article 18 - HOURS, OVERTIME AND WORK SCHEDULES

1. The normal workweek for all employees except those noted in Section 4 of this Article shall not exceed thirty-seven and one-half (37½) hours within any five (5) days of the week, whether consecutive or not.

2. The normal workday for all employees except those noted in Section 4 of this Article shall be seven and one-half (7½) hours within eight (8) hours. Time worked in excess of seven and one-half (7½) hours but not more than eight (8) hours in any day shall be compensated for at straight time in cash. All time worked in excess of eight (8) hours in any day and forty (40) hours in any week shall be compensated for at time and one-half in cash, including such differentials as may be paid to the employee. A workday is credited to the day in which the majority of the scheduled hours are worked, except for overtime.

(a) Employer agrees to equitably offer and distribute open shifts among available employees doing the same or comparable work. An employee's refusal of or failure to respond to such an offer will be considered a shift worked for the purpose of determining equitable distribution.

3. For the purpose of this Article, a day off is defined as a minimum of twenty-four (24) hours, except where an employee's days off are split, in which case the minimum shall be defined as twenty-seven (27) hours.

a) All employees shall be granted a meal break within one hour of the midpoint of the employee's shift, at the employee's option.

4. Employees assigned to the "early" shift or overnight shift tour and scheduled to work between the hours of 6 p.m. and 7 a.m. (local time) shall have a normal workweek of thirty-five (35) hours. The normal workday for such employees shall be seven (7) hours within seven and one-half (7 ½) consecutive hours. Employees assigned to the "early" shift or overnight shift tour and scheduled to a four (4) day workweek shall have a normal workweek of thirty-five (35) hours, and the normal workday for such employees shall be eight and three-quarter (8.75) hours within nine and one-quarter (9.25) consecutive hours.

5. Except as noted below, any employee recalled to duty shall receive not less than five (5) hours at the overtime rate in cash, in addition to any other overtime worked that day. Any employee who works on his/her day off shall receive not less than a full day's pay at the overtime rate, provided, however, that part-time employees will receive overtime payment on a pro-rata basis only for time worked when not scheduled. Except when employees are on a day off or on vacation, employees shall work overtime when reasonably requested or required to do so.

6. Work schedules shall be dated and posted electronically or physically on Friday, sixteen (16) days preceding the workweek for which they apply, without penalty. Except as noted below, the Employer will pay four (4) hours at the overtime rate to each affected employee for each day until a late schedule is posted. The workweek shall be Monday through Sunday.

(a) Except as noted below, after the deadline for the posting of the schedule, changes may be made without penalty as follows: (1) to cover bona fide news emergencies resulting from unforeseeable and extraordinary news developments; (2) to cover staff emergencies arising because of the illness of one member of the staff or subdivision in a bureau or office where six (6) or fewer employees are assigned; or (3) to cover staff emergencies arising because of illness of more than one member of the staff or subdivision in a bureau or office where six or more newsmen are assigned; (4) to cover the absence of a newsmen who resigns unexpectedly after a schedule has been posted; (5) to accommodate a request for Guild leave when fewer than sixteen (16) days' notice has been provided by the Guild representative; or (6) to cover the absence of an employee granted compassionate leave under Article 24 , Section 6 (Leaves of Absence), or an FMLA leave

under Article 26, Section 6 (Sick Leave).

- (b) Employees whose posted schedules are changed without the authority provided to the Employer under Section 5(a) herein shall be compensated at the rate of time and one-half for each day the schedule is changed in addition to any overtime worked during the week.
  - (c) All schedule changes shall be held to the absolute minimum possible, and in any instance shall involve as few employees as possible. In the event of changes, the appropriate Guild unit representative shall be notified.
7. a) The Employer agrees to make every effort to maintain a regularity of daily working assignments, to give consecutive days off and to provide reasonable rest intervals between the end of a working day and the start of a new day. A minimum of twelve (12) hours shall be allowed in case of the latter. No employee shall be scheduled for more than two (2) different starting times a week, provided, however, that a variance of one (1) hour in either of the maximum two (2) starting times per week shall not be considered to be three (3) or four (4) starting times, nor shall it be a violation of this Section. However, once the second starting time has been established, there can be no return to the first starting time during the employee's workweek. If the Employer violates the requirements of this subsection (a), it shall pay the aggrieved employee one hour of penalty pay, calculated at the employee's regular straight time hourly rate, for each hour of violation.
- b) No employee shall be scheduled for more than seven (7) consecutive days of work. If the Employer violates the requirements of this subsection (b), it shall pay the aggrieved employee one-half day of penalty pay, calculated at the employee's regular straight time hourly rate, for each day of violation.
- c) The restrictions herein do not apply during weeks in which there are general elections or statewide primary elections.
8. Schedules shall not be used to punish or harass employees.
9. Time spent in traveling on assignment shall be considered working time in the meaning of this Agreement. Nothing herein shall require the Employer to compensate the employee for sleeping time during travel.
10. Employees whose overtime assignments deprive them of adequate rest intervals before time to meet their next regular schedules shall be allowed reasonable latitude in reporting for the next regularly scheduled starting time, subject to the approval of the chief of bureau, manager or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstances shall be made.
11. The Employer shall cause a record of all overtime to be kept. Such record shall be made available for inspection by the union upon request.
12. In determining overtime rates in this Article, the Employer shall include as part of the base salary for the day or week all differentials due the employee for the workweek in which the overtime occurs.
13. Senior Technicians after September 1, 2009, and Technicians, who work alone in one-person bureaus, by mutual agreement may be exempted from the provisions of Sections 5 and 6 herein. The Employer agrees that the exemptions are intended to give the affected employee broader discretion in setting his/her own working hours and shall not be used to avoid payment of overtime. The Employer recognizes the need for and encourages exempted employees to take consecutive days off and ensure rest intervals of at least 12 hours.
14. Except as noted below, any employee who agrees to be on-call to handle emergencies during hours a bureau does not have scheduled coverage shall receive a minimum payment of two (2) hours pay, at the overtime rate, for each consecutive eight (8) hour period. If while scheduled to be on-call, the employee is required to respond to an emergency, in addition to the on-call differential, the employee shall be paid overtime in accordance with the provisions contained in this Agreement, travel time inclusive. Senior Technicians are exempt from this Section and are required to remain on-call at times designated by the Employer as covered in Article 12, Section 2 (Systems Specialists and Senior Technicians) of this Agreement.
15. Tier 1 Product Support Specialists and Tier 2 Platform Specialists are exempt from the penalty pay provisions of Section 5 and from all of Sections 6 and 13 of this Article. Product Support and Platform Specialists may be required to

remain on-call, on a rotating basis, at times designated by the Employer. Such employees required to remain on-call shall receive four (4) hours pay at the overtime rate for each day of on-call service, which includes payment for reviewing and responding to electronic communications received during the course of the on-call day. In the event that such an employee's actual time worked during an on-call day exceeds three (3) hours, then he/she shall receive payment at the overtime rate in accordance with Section 2 of this Article for time actually worked rather than the on-call payment. Product Support and Platform Specialists may exchange an assigned on-call shift with another specialist in the same classification, provided each affected specialist and the Employer consent to the exchange.

In lieu of the amount specified in Section 5 of this Article, Product Support and Platform Specialists who are recalled to duty shall receive two (2) hours at the overtime rate, or overtime pay in accordance with Section 2 of this Article for time actually worked after recall, whichever is greater.

## Article 19 – TEMPORARY EMPLOYEES

1. A temporary employee is one who is employed on a special project for up to nine (9) months or for the duration of any leave of absence specified in Article 23 (Leaves of Absence) or Article 25 (Sick Leave), the duration of which shall terminate upon the employee's return to work, whichever is longer. The Guild shall be notified in writing as to the nature of such a project and its duration. A temporary assignment can be made up of a combination of vacation, legislative and disability relief assignments provided the duration is not more than nine (9) months and the duration is specified from the start of employment. Foundation Grant positions may be temporary for up to 18 months. Upon three weeks' written notice, the Employer may conclude a temporary assignment for a temporary employee employed less than nine months.

2. Except when a temporary employee is retained to cover a parental leave, workers' compensation leave or medical leave for a regular employee, an employee who works as a temporary a total of nine (9) continuous months or more shall be placed for eighteen (18) months on a first-on, first-off preferential list for regular employment. An employee who works several non-continuous temporary stints within the same bureau for a total of 12 months within an 18-month period shall be placed on a first-on, first-off preferential list for regular employment in that bureau. An individual on the preferential list must be qualified to perform the work of the available position. When such an employee is hired for regular employment and will be moving from one city to another, the Employer will reimburse the employee for transportation expenses for all members of his/her household as well as living expenses for one week in the city to which he/she is transferred.

3. Except as provided herein, the first nine (9) months of work as a temporary employee shall fulfill the trial period requirement of Article 6 (Job Security) and the employee shall not be dismissed without just and sufficient cause during the duration of the temporary project. Temporary employees retained to cover a regular employee's parental leave, workers compensation leave or medical disability leave in excess of nine (9) months shall not be deemed to have completed the trial period and will not be entitled to provisions of Article 6, Section 1 (Job Security) and shall remain an employee on trial period for the duration of the assignment. A temporary employee hired for a regular position in a different bureau or department shall undergo a three-month trial period. An employee with a six-month break in service will undergo a minimum six-month trial period. A temporary employee transferred from one city to another city shall receive personal transportation expenses.

4. An employee who has worked as a temporary and who has become a member of the regular staff shall participate in the defined contribution plan after a total of twelve (12) months of employment, regardless of how much of that time was spent on temporary status.

5. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild.

6. Temporary employees shall not be employed where, in effect, their employment would eliminate a regular or full-time employee

7. Article 21 (Holidays) will apply only to those temporary employees assigned on a full-time basis.

8. After three (3) months of employment, time worked as a temporary will be counted for purposes of calculating vacation entitlements under sections 3, 4 and 5 of Articles 22 (Vacation) of this Agreement provided that any break in service between temporary assignment does not exceed twelve (12) months in length. Any vacation liquidated at the end of a temporary assignment will be subtracted from the calculated entitlement of the next year.



## Article 20 – PART-TIME EMPLOYEES

A part-time employee is one who works regularly fewer than five days or less than 75 percent of a workweek. Part-time employees shall be paid on an hourly basis equivalent to the weekly wage minimum to which they are entitled by their experience, plus ten cents an hour, up to and including 75 percent of the workweek. Part-time employees shall receive all the benefits of this Agreement on a pro-rata basis except that those who work fewer than fifteen (15) hours per week shall not be entitled to coverage under provisions of Article 7 (Dismissal Indemnity/Severance), Article 22 (Vacations), Article 24 (Military Service), Article 26 (Group Health and Dental), Article 27 (Life Insurance), Article 28 (Pensions) and Article 30 (Miscellaneous), Sections 3 and 4.

Article 25 (Sick Leave), Section 3, Long-Term Disability, shall apply to employees working 30 or more hours a week. Pro-rata vacation, personal days and birthday earned by part-time employees working 15 or more hours a week shall be trued-up on a quarterly basis.

Part-time employees shall not be used where such use, in effect, regularly substitutes for full-time employees.

The termination of a part-time employee shall be subject to the arbitration process described in Article 5 (Arbitration) if the part-time employee has worked more than 150 assignments, including regularly scheduled assignments or any other assignments. However, in no event shall the arbitration process apply as described herein if the part-time employee has worked fewer than nine (9) months for the Employer.

In the event of a reduction in staff, a part time employee who is regularly scheduled for layoff and who has greater seniority than a full time employee within the same classification and organizational unit at the same business location must accept the less senior full time employee's position for which he/she is qualified or he/she will be laid off.

In the case of a reduction in staff, part-time employees with at least two (2) consecutive calendar years of service with the Employer shall be placed for seven months on a preferential list for rehiring to a full-time position.

In the event a previously full-time employee has been recalled to a part-time position after a period of lay-off, he/she shall be offered in order of seniority, the initial, vacant full time position that arises in the same classification and organizational unit at the business location to which he/she was recalled, provided he/she has the qualifications and skills to perform the available work. Said right shall be limited to the initial vacancy only and shall terminate in the event that part-time employee declines the offer.

## Article 21 – HOLIDAYS

1. The following days, or days observed as such, shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. The employee's birthday will be scheduled as a holiday unless the employee requests a substitute day off. An employee also may select two additional days during the year as personal holidays, to be taken at times mutually acceptable with the Employer. In the case of a substitute birthday or personal days, the employee will notify his/her bureau chief or department head at least one month prior to the date of the desired holiday.

3. An employee may substitute any religious holiday for any holiday enumerated in Sections 1 or 2 above.

4. Personal days and the substitute birthday shall be taken during the calendar year. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the Employer may set the

schedule.

5. Any employee required to work on any of these days shall be paid (in addition to his/her salary for that week) at the rate of time and one-half or shall have compensating time off at the rate of time and one-half at the employee's option. When an employee is not scheduled to work on Christmas Day, New Year's Day or Thanksgiving, but is required to remain away from home on assignment during those holidays, then he/she shall have an additional paid day off (compensating time off—"CTO") at straight time. Such compensating time off shall be scheduled by mutual agreement between the Employer and the employee. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the Employer may set the schedule. If the Employer denies an initial request for use of a single day of CTO, then the Employer will approve the employee's subsequent request for use of a single day of CTO unless said subsequent request is for time off during a week that contains a holiday.

6. Any employee reporting for duty on any of these holidays shall receive no less than one day's pay at the holiday rate. When Christmas Day and New Year's Day fall on Sunday and are observed on Monday, any employee working on either the holiday or on the day observed as such shall be compensated at the holiday rate. However, when an employee works on both the actual and the legal holiday in either of those instances, he/she shall receive holiday premium compensation for only one day in each case. When Christmas Day or New Year's Day falls on a Saturday it will be observed on Saturday. Independence Day will be observed on July 4.

7. If a holiday specified above falls during an employee's vacation, he/she shall be given another day off. Work done on a fifth day in a holiday week by any employee whose day off falls on a holiday shall be compensated for by the payment of a day's pay in addition to the regular weekly salary or by time off at the option of the employee.

8. Employees assigned to work after 6 p.m. on Christmas Eve or New Year's Eve shall receive an additional payment of one-half of the regular hourly rate for any hours of work performed after 6 p.m. (local time) on any regular trick which started before 8 p.m. on these holiday eves.

## Article 22 – VACATIONS

1. 1. Employees shall be on a calendar year basis for vacations, with all vacation to be taken in the calendar year in which it is due. The Employer may designate periods, where scheduled news conditions warrant, placing limitations on the number of people in an organizational unit at a business location who can be on vacation at the same time.

- a) The Employer shall provide enough scheduling flexibility for employees to take their accrued vacation during the calendar year in which they are entitled.
- b) Any vacation not scheduled by the employee by August 1 of the year in which it is due may be scheduled by the Employer to be taken by the end of the year. There shall be no forfeiture of vacation time under this Article should the Employer fail to schedule the unused time. The Employer will consider any special or unforeseen circumstances that may result in a need by the employee to reschedule the vacation, and permission to do so will not be unreasonably withheld.
- c) An employee may begin vacation on any day of the week.
- d) At least twice annually upon written request, the Employer will schedule an employee's regularly scheduled days off at both ends of one or more weeks of vacation.
- e) An employee may use a maximum of five vacation days in increments of one day or more; if the Employer agrees, the employee may use more than five days in this way. Requests for a full week or more of vacation may be given preference over requests for partial weeks.
- f) An employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.
- g) An employee who has exhausted his/her vacation entitlement may "borrow" up to five days from the next

year's entitlement to care for an ill dependent or a same-sex domestic partner as defined under the eligibility requirement for the Employer health plan or for use during an unpaid short-term disability waiting period.

- h) Employees must use fourteen (14) days of their paid time of carried over from previous years, which includes vacation, birthdays and personal days.
- i) Managers must notify employees no later than December 1st that they may request vacation for the following calendar year. Vacation requests made from the date of notification until March 31st will be scheduled on the basis of seniority, with seniority calculated based on the employee's service entry date. The seniority preference for vacation selections shall not apply to carryover vacation. All vacation requests after March 31st will be scheduled on a first-claimed, first-assigned basis. Scheduled vacations may be rescinded only to meet bona fide news or staffing emergencies resulting from unforeseeable and extraordinary news developments. If an employee's scheduled vacation is rescinded, the Employer shall:
  - (i) reimburse the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets on behalf of the employee and members of his/her household who were traveling with the employee, upon satisfactory proof of loss.
  - (ii) allow the employee to reschedule the vacation by March 31st of the succeeding calendar year.
- j) Employees must make all requests for vacation to business location's designated manager via e-mail at least three weeks in advance of the desired time off. The manager will communicate the approval or disapproval to the employee promptly and will post an updated vacation selection schedule promptly so employees will be aware which weeks remain available for selection. If the vacation selection schedule is posted on AP's computer system, it shall be available to all employees for inspection.

2. Full-time employees shall be eligible as of January 1 following their employment for vacation with regular pay to be taken in the ensuing calendar year, computed on the basis of one working day of vacation with pay for each month or fraction of a month of continuous employment prior to said January 1. Upon completion of 3 months employment, newly hired employees shall receive three days of vacation thereafter. Additionally, an employee entering the service on or before May 1 shall be eligible for only one week's vacation upon completion of five months of continuous employment, this week of vacation to be deducted from vacation due on January 1 following employment. Thereafter, full-time employees shall be eligible for two weeks' vacation with pay after each January 1, except as provided below, such vacation to be taken prior to December 31 in each calendar year.

<b>VACATION ELIGIBILITY CHART*</b>						
Employee joins AP in 2014	Vacation on January 1					
	2015 Days	2016 Weeks	2017 Weeks	2018 Weeks	2019 Weeks	2020 Weeks
January	12	2	2	3	4	4
February	11	2	2	3	4	4
March	10	2	2	3	4	4
April	9	2	2	3	4	4
May	8	2	2	3	4	4
June	7	2	2	3	4	4
July	6	2	2	2	3	4
August	5	2	2	2	3	4
September	4	2	2	2	3	4
October	3	2	2	2	3	4
November	2	2	2	2	3	4
December	1	2	2	2	3	4

\*Does not include additional three days for new hires.

(Employees who enter AP service before July 1 and have completed 20 years of service are entitled to five weeks' vacation annually.)

3. Full-time employees completing four years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for three weeks' vacation with pay.

4. Full-time employees completing five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for four weeks' vacation with pay.

5. Full-time employees completing twenty years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for five weeks' vacation with pay.

6. Employees leaving the service of the Employer shall receive liquidation of accrued (pro-rata) vacation credit from the preceding January 1 to date of termination of employment. Such "accrued" vacation credit shall be in addition to the earned vacation to which the employee was entitled as of the preceding January 1. Employees entering the service on or after January 1 in any year and whose services are terminated prior to the succeeding January 1 shall be entitled to receive payment of accrued vacation on a pro-rata basis for the year involved.

## Article 23 – LEAVES OF ABSENCE

1. Applications for all leaves of absence under this Article shall be addressed in writing, with the reasons stated, to the Department of Human Resources, at The Associated Press headquarters in New York, with a copy to be furnished to the appropriate department head. If granted by the Employer, such unpaid leaves shall not be construed as breaks in continuity of service in the calculation of all benefits under this Agreement. Provided an employee returns to work within nine (9) months of the date he/she commenced his/her leave of absence or within the extended leave period permitted for parental leave under Paragraph 4 below or for sick leave under Article 25 (Sick Leave), then he/she shall be reinstated to the same or similar position in the same bureau or department. Employees who work in correspondencies who have taken a fellowship or sabbatical leave(s) under paragraphs 3 and 4 below and who return to work beyond nine (9) months from the leave commencement date but prior to the maximum period permitted for said leave may be reinstated to a comparable bargaining unit position, within the control bureau or department for her/his prior position, rather than a position in the correspondency. Employees must notify the Employer in writing at least 60 days in advance of the expected return to work. Employees failing to return to work after the expiration of the applicable maximum period for said leaves shall relinquish all reinstatement and seniority rights. However, for purposes of Article 28 (Pensions), credit in service time spent on such leaves shall not be applied until the employee granted such leave has returned to full-time work with The Associated Press and remains in the employ of the AP for one year.

Unless otherwise provided by law, when an employee takes more than one leave of absence and/or sick leave consecutively, or commences another leave within (twelve) 12 months of a prior leave, eligibility for reinstatement rights under this Article and/or Article 25 (Sick Leave), will be measured and aggregated from the date the first leave began. For the purposes of non-consecutive leaves within 12 months, periods of Guild leave, sick leave during which payments have been received from the Employer (as opposed to insurance benefits), and compassionate leave will be excluded from the aggregate computation.

2. After 10 years of employment, and at 10-year intervals thereafter, an employee shall be granted, upon request, unpaid leave for a minimum of six (6) months and a maximum of two (2) years with the expected duration of the leave indicated at the time the request is made. A minimum of 90 days' advance notice shall be provided in writing.

A minimum of 60 days' advance notice of an employee's return date will be provided to the Employer. Unless an employee has received the Employer's prior written approval to engage in specific work during a sabbatical leave, if during such leave the employee works in the news industry, the employee shall be considered to have resigned or retired, whichever is applicable, forfeiting any rights to return to his/her previous position under terms of this

Article.

3. (a) In the event the employee is elected or appointed to any NewsGuild office or any successor international union, or in the event the employee is elected to represent the Guild or any organization with which The NewsGuild is affiliated as a convention delegate in connection with the business of his/her union, such employee shall be given a leave of absence, without pay, should the employee request such a leave. In bureaus of fewer than 25 employees not more than two employees need be granted such leaves at any time. Employees applying for such leaves will, except in emergencies, give the Employer at least two weeks' advance notice of such intention, and shall specify the expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer as soon as possible.

(b) Employees on a union leave of absence approved by the Employer shall be covered under the terms of the Life Insurance and Disability insurance policies for six months after the start date of any such period of leave.

4. (a) After nine months of continuous employment, employees may take up to 18 months of parental leave—with pay for four (4) weeks—within twelve (12) months of the birth or adoption of a child. Employees will specify at the time the leave is requested the expected duration of the leave and will provide 60 days of written notice of their intent to return.

(b) If the employee elects not to return at the end of the leave, such action shall constitute a resignation. In the event of a transfer of a function, cessation of a function or reduction in force, an individual on parental leave will have the same rights as other employees under Article 6 (Job Security).

5. Compassionate leave with pay of at least three (3) days shall be granted an employee in the event of a death in the employee's immediate family, which includes mother, father, step-parent, husband, wife, son, daughter, step-child, brother, step-brother, sister, step-sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, son in-law, daughter-in-law, brother-in-law or great-grandparent or in the event of a family emergency. Compassionate leave of one day shall be provided to attend the funeral of an aunt, uncle, niece or nephew, provided it does not fall on a regular scheduled day off.

## Article 24 – MILITARY SERVICE

1. Any employee who is or has been required to leave his/her post to serve or train with the United States military services or adjuncts or other services which fulfill his/her obligation or who volunteers or has volunteered for such service, shall be deemed to be on leave of absence without pay and shall upon termination of such service be entitled to reinstatement to employment in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal laws.

2. Any employee who has been on such leave and who has complied with the foregoing conditions but is incapable of resuming employment because of physical or mental disability shall be paid his/her dismissal indemnity at the rate to which the employee would have been entitled had the employee resumed his/her job.

3. Any employee returning from military service shall be employed at the minimum salary for his/her years of experience in his/her classification prevailing at the time of the employee's return, or at the salary he/she received at the time of entering the service, plus all general increases granted during the employee's absence, whichever is higher. Employees returning to the service of the Employer under the foregoing conditions shall receive full experience credit for the time they were on such leave.

4. Any employee who has been on such leave and has returned to duty shall be credited with the experience rating to which his/her salary applied.

5. Dismissal indemnity rating and other rights under this Agreement will be unimpaired; and the period of absence

on military leave shall be considered service time with the Employer in computing dismissal indemnity credit, vacations and sick leave.

6. Any employee leaving for military service as herein described shall receive the proportionate amount of vacation pay or time to which he/she is entitled at the time the employee begins such leave.

7. Vacations for employees returned from military service of a year or more will be granted as follows:

(a) Effective January 1 of the year following their return from military leave, such employees will be placed on a calendar year basis, their accrued vacation credit being computed pro-rata for the period between their return from military leave and the following January 1. For purposes of such computation, fractions of a month shall be considered a full month. Employees who have not earned as much as five days' vacation under the pro-rata formula above, shall be granted enough time to complete one week's vacation. This additional vacation grant shall not be counted as accrued vacation in calculating vacation credits due an employee in the event of termination of the employee's service. In succeeding calendar years their vacation credits shall be the same as for other employees of like service.

(b) Such employees returning to the service of the Employer before May 1 in any year shall be eligible to take one week's vacation upon completion of five months of continuous employment; in the year following their return they shall receive the balance of their accrued vacation, which shall not be less than a week.

8. The foregoing provisions need not apply to an employee dishonorably discharged from military service.

9. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating in which the employee is classified. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she already has been engaged in such new classification.

10. The provisions of this military service Article do not apply to replacement employees hired by reason of absence granted to regular employees for such service, but these replacement employees otherwise shall be covered by all provisions of this Agreement. Employees hired as military replacements shall receive dismissal pay if released because of the return of an employee from military service.

11. Any employee with more than one year of continuous service, whose military obligation demands attendance at a summer encampment or full-time training exercise or brief National Guard duty which in total would not exceed nine (9) weeks each year (or actual time, if shorter) would receive for the first three weeks of such service the difference between his/her military pay and allowances and his/her Associated Press salary, if the latter is higher. The foregoing applies only to reserve programs of the United States Army, Navy, Air Force, Marine Corps, National Guard or Coast Guard.

## **Article 25 – SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY BENEFITS**

1. Annual Sick Leave: After completion of the initial ninety (90) days of employment, all full-time employees receive twelve (12) days of sick leave each January 1st for use during the calendar year in the event of personal illness or injury which requires an absence from scheduled work; subsequent to the conclusion of the initial ninety (90) days of employment, newly hired employees shall be entitled to a pro-rated number of sick days, which shall be equivalent to the number of full months remaining in that calendar year. Part-time employees who work at least

fifteen (15) hours per week are entitled to this sick leave benefit on a pro-rated basis.

- a) An employee who anticipates an absence from work due to illness must notify his/her supervisor at least one (1) hour prior to the commencement of his/her shift in order to be eligible for sick leave pay, unless a reasonable excuse is provided for the employee's inability to provide such advance notice.
- b) Sick leave will be paid at the employee's regular rate of pay, provided the employee has informed his/her supervisor or manager of the absence and authorized the absence to be appropriately recorded in the Employer's time and attendance system.
- c) Unused sick time may not be accumulated or carried over beyond the calendar year, may not be converted to a cash benefit and is not payable upon termination of employment for any reason.
- d) The Employer may request the employee to provide documentation from a health care provider if he/she is absent due to illness or injury for three or more consecutive days.
- e) Any benefits that may be available under the New York City Earned Sick Time Act to full time employees and to part time employees who worked at least fifteen (15) hours per week are waived in exchange for the benefits provided under this Article. New York City Earned Sick Time benefits are waived for part-time employees working fewer than fifteen (15) hours per week, provided they receive "comparable benefits" under this Agreement.
- f) Employees may use sick leave for care of a dependent child within twelve (12) months of his/her birth or adoption and for the care of an ill family member as specified in the Family and Medical Leave Act (FMLA).

2. Short Term Disability Benefit: After completion of ninety (90) days of employment, all full-time employees are entitled to a short-term disability benefit after a period of absence from work for seven (7) consecutive calendar days (five (5) consecutive work days) because of illness, injury or disability, including injuries or illnesses related to employment and/or pregnancy. For purposes of this Article, the phrase "absence from work for seven (7) consecutive calendar days" includes regularly scheduled work days and regularly scheduled days off that occur during that period. Upon completion of one (1) year of employment, part-time employees who work at least fifteen (15) hours per week shall be entitled to pro-rated short-term disability benefits. Short-term disability benefits are based upon an employee's prior years of service with the Employer and shall continue for the actual length of the short-term disability(ies) occurring during any period of fifty-two (52) consecutive weeks, up to the maximum benefit, in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
0-1	1	24
1-2	2	23
2-5	4	21
5-10	6	19
10-15	10	15
15-20	14	11
20-25	18	7
25+	25	0

\*Employees who have not completed twenty (20) or more years of service prior to December 1, 2008, will be eligible only for those benefits provided in accordance with the above schedule. Only those employees who have completed twenty (20) or more years of service prior to December 1, 2008, will be eligible for benefits in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
20	20	5
21	21	4
22	22	3
23	23	2
24	24	1
25	25	0

- a) In the event that an employee has completed twenty (20) or more years of service prior to December 1, 2008 and has a disability that exceeds twenty-six (26) weeks, then only those employees will have a maximum benefit period of 100% of salary for the same number of weeks as his/her completed years of service beyond twenty-six (26) prior to the onset of the disability but will not receive any further reduced benefit at 60% of pay, unless he/she is eligible for an LTD benefit. If an employee is determined to be eligible for the LTD benefit (described in Section 3 below) upon conclusion of the 180-day elimination period, then the Employer will coordinate and subrogate the LTD benefit with any STD benefit that may be payable under this Article for a period of more than twenty-five (25) weeks.
- b) The short-term disability benefit payable by the Employer shall be the difference between the statutory or insurance benefit payable to the employee and the regular weekly salary benefit specified in the above schedule. Accordingly, the Employer shall coordinate the short-term disability benefit herein with any benefit payable to the eligible employee in accordance with law, workers' compensation insurance, or short-term disability insurance. Additionally, the Employer has the right to subrogate its payments under this Article and/or to receive reimbursement from any insurance or statutory benefits payable to the employee in order to avoid a duplication of benefit. In the event that applicable law requires a payment to an employee in excess of the benefit specified in this Article, then the employee shall be paid the greater amount required by law.
- c) The maximum amount of short-term disability benefit payable to and/or remaining available for use by any eligible employee shall be determined by looking back fifty-two (52) consecutive weeks from the date of the request for benefits.
- d) An employee may use sick leave benefits or, if exhausted, accrued vacation, personal or CTO time, to the extent available, during the initial seven (7) calendar day (five (5) consecutive work day) period of any disability. In the event an employee becomes eligible for retroactive workers' compensation lost wage benefits for that period, then his/her sick leave shall be restored by the appropriate number of days. Short-term disability benefits will be resumed according to the above schedule and subject to the above conditions without an additional seven (7) calendar day (five (5) consecutive work day) waiting period if an employee has a recurrence of the same disability within ninety (90) calendar days of his/her last day of disability.
- e) The Employer will use a third-party consultant to administer its short-term disability benefit program in order to ensure consistent application and compliance with privacy and nondiscrimination laws. The third-party consultant shall determine claims in accordance with the terms of the plan and shall not decide any claim in an arbitrary or capricious manner. Accordingly, short-term disability benefit claim determinations may be submitted to arbitration, in accordance with Article 5 (Arbitration) of this Agreement, in order to determine whether such decisions were made in compliance with those requirements. Employees must complete all necessary forms and must submit medical information as required by the third-party consultant in order to remain eligible for the short-term disability benefit.
- f) Nothing within this Article entitles an employee to receive more than one (1) day of pay for any one (1) day of absence due to a disability.
- g) In order to remain eligible for benefits, employees must inform their supervisor or manager of the absence and authorize the absence to be appropriately recorded in the Employer's time and attendance system.



3. Long-Term Disability: The Employer has established a long-term disability insurance policy, which is administered by a third-party administrator and is available to those regular employees who have completed at least ninety (90) days of employment and who work thirty (30) or more hours per week. A disabled, injured or ill employee, who has been disabled for more than six (6) months and who meets plan eligibility requirements, will receive a payment equivalent to sixty (60) percent of his/her regular salary, in accordance with the terms of the long term disability plan. The maximum payment is \$45,000 annually, based on the plan's salary cap of \$75,000. The maximum payment is subject to reduction by any payments received by the eligible employee from Social Security, the Employer or workers' compensation. At normal retirement age according to the Social Security Administration, long term disability benefits will cease unless otherwise required by law.

4. Reinstatement Rights: The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than three (3) years for any medical reason(s) related to an approved workers' compensation injury or illness. The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than two (2) years when the leave is for any other approved medical reason(s). Subject to the foregoing provisions, an employee shall be entitled to return to a comparable position, provided the employee remains qualified to perform the essential functions of the job, with or without reasonable accommodations.

5. No deductions shall be made for sick leave or short-term disability payments from dismissal indemnity or from overtime credited or to be credited to the employee.

6. For as long as the federal Family and Medical Leave Act (FMLA) is in effect:

- a) All sick leave or short term disability benefits paid under this Article shall be considered FMLA leave to the extent that it involves a serious health condition and provided that the employee meets the Employer's medical certification requirements.
- b) The Employer or its third-party administrator may seek medical certification for FMLA absences under this Article. (In certain circumstances, a single certification from a health care provider will cover intermittent absences due to a single serious health condition). Any medical certification required under this Section will not exceed FMLA regulations.
- c) It is understood and agreed that any right to benefits or leave provided under this Article shall be used and will be credited concurrently with and not in addition to any right provided under the FMLA and other federal law or state law on family, parental or compassionate leave (except bereavement leave).

7. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave and short-term disability benefits detailed in this Article. In the event the Employer requires documentation to guard against fraud, the Employer shall inform the Guild of that requirement. Any employee who produces a fraudulent health care providers' note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct and dismissal indemnity need not be paid.

8. Notwithstanding her prior years of service, an employee who experiences a short-term disability because of pregnancy will be entitled to a minimum benefit of eight (8) weeks of short-term disability benefits at 100% of salary subsequent to the birth of the child or children. If the employee remains disabled at the conclusion of the eight (8) week period following delivery, then benefits shall be paid according to the employee's actual years of service and the schedule provided in Section 2 above.

## Article 26 – GROUP HEALTH AND DENTAL

1. For the life of this Agreement, the Employer agrees to offer eligible bargaining unit employees group health and dental plan benefits according to the provisions of this Article. Newly hired employees will be eligible for

enrollment in health and dental plan benefits after three (3) months of continuous employment.

**2. Enrollment and contribution authorization.** To receive any of the benefits specified in this Article, an employee must enroll in the desired group health or dental plan and must authorize in writing that the Employer may deduct the appropriate contributions required for participation in that plan from his/her wages. Employees may enroll in the health plan with or without enrolling in the dental plan, and may enroll in the dental plan without enrolling in the health plan.

**3. Restrictions for spousal/partner participation when health plan benefits are available through third-party employment.** An employee's spouse or domestic partner whose employer offers group health insurance that meets the Affordable Care Act ("ACA") Employer Mandate Standards (both minimum value and affordability) is not eligible to participate in primary coverage under the AP's plan. Spouses/partners who are not employed, or who are not eligible for third-party employer coverage, or whose third-party employer coverage does not meet ACA Employer Mandate Standards may enroll for primary coverage in AP's plan. On or before the conclusion of the open enrollment period, any employee covering a spouse/partner under the AP's plan must provide the AP with a copy of the annual exchange notice required under the ACA that his/her spouse's/partner's third-party employer coverage is not expected to meet the ACA Employer Mandate Standards or that his/her spouse/partner is not eligible for such coverage. In the event that the third-party employer has not provided a notice to the spouse/partner, then the employee must submit a written acknowledgement to the AP on the third-party employer's letterhead that specifies it does not offer a plan that meets the affordability and minimum value coverage standards under the ACA. Spouses/partners providing written confirmation of primary coverage enrollment in a third-party employer's plan may enroll for secondary coverage in AP's plan (i.e., third party employer plan pays first).

**4. Wellness Program.** Employees must have complied with all Wellness Program requirements or will be assessed a \$50 monthly surcharge, in addition to the monthly employee contributions specified in Section 6, to participate in an AP group health insurance plan. In order to avoid the surcharge, all three Wellness Program participation steps must be completed by March 31 of each year. The annual participation steps are as follows:

- Employee completes a biometric screening, with results reported to AP's wellness administrator;
- Employee completes a confidential on-line personal health profile; and
- Employee consults with a Wellness Program health coach at least once.

The surcharge will first become effective on April 1. If an employee has not completed the three Wellness Program steps during the 12 month period concluding March 31, then the employee will be assessed the surcharge on April 1 for the next 12 month period.

## **5. AP Sponsored Group Health and Dental Plans**

The design summaries for the Employer's group health and dental plans are as follows:

- a) No changes in employee contributions or schedule of benefits through June 30, 2019.
- b) On July 1, 2019, the employee contribution amount increases by 20% for the premium plan, and 15% for the basic plan. Effective the same date, the following changes to the plans' schedule of benefits will become effective: (i) the deductibles shall increase \$100 for individual coverage and \$200 for all other levels of coverage; (ii) the out of pocket maximum shall increase \$500 for individual coverage and \$1000 for all other levels of coverage; (iii) the plans shall eliminate coverage of compound drugs; (iv) the plans shall adopt the National Preferred Formulary for prescription drugs; (v) the plans shall adopt a requirement of full case management for all behavioral health claim benefits; and (vi) the plans shall add Applied Behavioral Analysis Therapy (ABA) to the schedule of benefits.
- c) On January 1, 2020, the employee contribution amount increases by 20% for the premium plan, 15% for the basic plan, and a high deductible plan with an HSA will be available to employees.
- d) On January 1, 2021, the employee contribution amount increases 20% for the premium plan, 15% for the basic plan and 15% for the high deductible plan.
- e) On January 1, 2022, the employee contribution amount increases 20% for the premium plan, 15% for the basic

plan and 15% for the high deductible plan.

Premium Plan			Basic Plan	
	In Network	Out-of-Network	In-Network	Out of Network
	Individual/Family	Individual/Family	Individual/Family	Individual/Family
<b>Deductible</b>	\$500/\$1,000	\$1,000/\$2,000	\$900/\$1,800	\$2,100/\$4,200
<b>Coinsurance</b>	85%	60%	75%	60%
<b>Out-of-pocket maximum (deductible and Rx add up to OOP)</b>	\$2,400/\$4,800	\$4,000/\$8,000	\$3,400/\$6,800	\$6,500/\$13,000
<b>In-patient Hospital</b>	You pay: \$200 copay then deductible, coinsurance	Plan pays 60%	You pay: \$200 copay, then deductible, coinsurance	Plan pays 60%
<b>Office Visit</b>	You pay \$30 PCP \$45 Specialist	Plan pays 60%	You pay \$30 PCP/ \$45 Specialist	Plan pays 60%
<b>Emergency Room</b>	\$150 copay	\$150 copay	\$150 copay	\$150 copay

	Retail Rx	Mail order Rx
<b>Generic</b>	Rx \$10 copay	\$20 copay
<b>Brand Rx</b>	20% (minimum \$30, maximum \$100)	20% (minimum \$60, maximum \$200)
<b>Non-Preferred</b>	30%	30%
Limited Retail Network: Walgreens, Wal-Mart, Duane Reade are excluded from the retail network.	(minimum	(minimum \$100, maximum \$200)
Mandatory Rx Mail-order and generics	m \$50,	
National preferred formulary adopted	maximum	
No coverage for compound drugs.	m \$100)	

Vision	In Network:	Out of Network
<b>Vision Exam/Lenses/Frames (Contacts in lieu of Lenses)</b>	You pay \$20/\$20/Plan pays up to \$175	Plan pays up to \$40/\$40-\$80/Plans pays up to \$45.

High Deductible Health Plan w/Health Savings Account <sup>1</sup>		
HDHP with HAS		

	<b>In Network</b>	<b>Out of Network</b>
Deductible (Individual/Family)	\$1,400/\$2,800	\$2,800/\$5,600
Coinsurance, you pay	20%	40%
Out-of-Pocket Maximum (Individual/Family)	\$6,750/\$13,500	\$13,500/\$27,000
Inpatient Hospital	20%	40%
Emergency Room	20%	40%
Office Visits	20%	40%
Preventive Visit	no cost when in-network	40%
HSA Contribution Limits (no AP contribution)	\$3,550/\$7,100	
Catch up	\$1,000	
<b>Prescription Drugs</b>		
Retail:		
Generic	20%	
Formulary	20%	
Non-Formulary	20%	
Mail Order:		
Generic	20%	
Formulary	20%	
Non-Formulary	20%	
<sup>1</sup> Subject to IRS regulations		

f) Dental plan benefits as follows:

### Dental

Major Provisions		Premium		Basic	
		In Network	Out of Network	In Network	Out of Network
Deductible	Individual/Family	\$100/\$200		\$100/\$200	
Maximum		Unlimited		\$1,000	\$750
Diagnostic:	Periodic Oral Evaluation 1 time per 6 months	100%	100%	100%	85%
Preventive	Cleanings: 1 time per 6 months	100%	100%	100%	85%
Basic	General/simple extractions/oral surgery	80%	80%	70%	55%
Major	Inlays/Crowns - frequency limits apply	50%	50%	40%	30%
	Orthodontics				
	Eligibility requirement	Child up to age 19 or 23 if unmarried, full time student		Child up to age 19 or 23 if unmarried, full time student	
	Maximum	\$1,000 per person per lifetime		\$1,000 per person per lifetime	
	Diagnosis to correct misalignment of the	50%	50%	40%	40%

teeth					
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g) The following provisions and restrictions will apply to the plans:

Medical Plan Benefits: Medical and prescription out-of-pocket expenses will be aggregated annually for purposes of determining whether a participant has satisfied the annual out-of-pocket maximum under the applicable plan. Behavioral Health Claim Benefits will have full case management. Applied Behavioral Analysis Therapy (ABA) is included.

Prescription Drug Benefits: Smoking cessation products will be included within the schedule of benefits for the prescription drug program, subject to applicable co-pay.

Prior Authorization	Physician must submit qualifying medical criteria to allow for utilization of medication within the following classes: ADHD/Narcolepsy; Anti-obesity; Pain/Topical; and Testosterone.
Safety & Monitoring Solution	Letter-based clinical intervention program designed to curb misuse or overuse of controlled substance medications (poly-pharmacy, poly-physician and total # Rx triggered).
Mandatory Mail	Program allows for two fills at a retail pharmacy before requiring participants to use the mail order benefit for subsequent refills. (An additional fill will be allowed for the first time an individual is denied the prescription).
Mandatory Generics Program	When members, or their physicians, request a brand when a generic is available, the member will pay the generic co pay plus the difference in ingredient cost between the brand and generic.
Limited Retail Network	Excludes some chains including Walgreens, Duane Reade and Wal-Mart

## 6. Medical Plan

Limits on the following services:

Chiropractic	30 visits per year
Therapies	30 visits per year
Home health care/private duty	120 visits per
year Skilled nursing facility	120 visits per year
Mental Health Substance Abuse	Under mental health parity effective 2011, visit

limits Emergency Room visit benefits paid for emergencies only

**7. Employee plan contributions**—increased employee contribution rates become effective on July 1 for 2019 and on January 1 of each year specified thereafter.

High Deductible / H S A	Since 2017	2019	2020	2021	2022
<i>Percentage Increase</i>		-	N/A	15%	15%
Employee Only	-	-	\$58	\$67	\$77
Employee + Spouse	-	-	\$154	\$177	\$204
Employee + Child	-	-	\$90	\$104	\$120
Employee + Children	-	-	\$143	\$164	\$189
Employee + Family	-	-	\$227	\$261	\$300

d

#### Medical + Rx + Vision

Premium	Since 2017	2019	2020	2021	2022
<i>Percentage Increase</i>		20%	20%	20%	20%
Employee Only	\$101	\$122	\$146	\$175	\$210
Employee + Spouse	\$279	\$334	\$401	\$481	\$578
Employee + Child	\$163	\$195	\$234	\$281	\$337
Employee + Children	\$267	\$320	\$384	\$461	\$553
Employee + Family	\$409	\$491	\$589	\$706	\$848

Basic	Since 2017	2019	2020	2021	2022
<i>Percentage Increase</i>		15%	15%	15%	15%
Employee Only	\$78	\$90	\$104	\$120	\$138
Employee + Spouse	\$204	\$235	\$270	\$311	\$358
Employee + Child	\$119	\$137	\$158	\$182	\$209
Employee + Children	\$189	\$217	\$250	\$288	\$331
Employee + Family	\$300	\$345	\$397	\$457	\$526

Dental Plan Contributions-increased employee contribution rates become effective on July 1 for 2019 and on January 1 of each year specified thereafter.

#### Dental

Premium	Since 2017	2019	2020	2021	2022
Employee Only	\$7.56	\$9	\$11	\$13	\$16
Employee + Spouse	\$20.79	\$25	\$30	\$36	\$43
Employee + Child	\$12.14	\$15	\$17	\$21	\$25
Employee + Family	\$30.52	\$37	\$44	\$53	\$63

Basic	Since 2017	2019	2020	2021	2022
Employee Only	\$4.92	\$6	\$7	\$8	\$9
Employee + Spouse	\$12.90	\$15	\$17	\$20	\$23
Employee + Child	\$7.53	\$9	\$10	\$11	\$13
Employee + Family	\$18.94	\$22	\$25	\$29	\$33

## Article 27 – LIFE INSURANCE

1. The Employer agrees during the term of this Agreement to provide for eligible employees, including those working for the AP after age 65, life insurance equal to approximately 1½ times annual salary with the usual and customary double-indemnity rider for accidental death. The coverage amounts are detailed in the accompanying Schedule of Insurance.

2. Upon retirement, non-contributory life insurance will be provided for employees participating in the life insurance plan as follows:

(a) To the extent permitted by law, the group life insurance (provided for retirees on the pension rolls) will be provided by and at the expense of the Employer in an amount of \$10,000 for life.

3. All new employees shall be eligible for enrollment under the group life insurance plan after three months of continuous employment.

4. Employees may buy supplemental insurance from one to five times annual salary (subject to plan limits), as well as spouse and/or child insurance coverage of \$20,000 and \$4,000 respectively.

SCHEDULE OF LIFE INSURANCE	
Annual Salary	Coverage
\$4,000 and above (to nearest whole thousand)	\$1,500 for each \$1,000 in base salary

## Article 28 – PENSIONS

Subject to the below provisions of this Article, which provide for a freeze of the Defined Benefit Pension Plan (“DB Plan”) on June 30, 2011, the Employer agrees for the life of this Agreement, to maintain without contribution from any employee, a DB Plan for eligible employees covered under this Agreement. Notwithstanding any other provision of this Article, effective June 30, 2011 (the Freeze Date), said DB Plan was “frozen” with respect to future accruals attributable to service and salary earned on and after July 1, 2011. Accordingly, no employee or DB Plan participant shall accrue or be eligible to accrue service and/or salary credit for any period of service on and after July 1, 2011.

The freeze does not change the application of interest to historical employee contributions made to the DB Plan when the plan was contributory. All funds contributed to the DB Plan by the Employer to provide pension benefits shall remain in the DB Plan and may not be withdrawn by any employee upon termination of his/her employment. However, any funds contributed by the employee or, by the Employer on the individual employee’s behalf as employee contributions prior to January 1, 1978, shall be refunded to the employee, to the extent permitted by law, at the employee’s written request upon termination of employment for any reason.

No employee, while remaining in the employ of the Employer, shall have the right to withdraw any contribution made by the employee or by the Employer on the employee’s behalf prior to January 1, 1979.

In the event that the Guild shall cease to be the bargaining representative for any employee, by reason of the employee’s assignment to duties other than those that are within the scope of this Agreement, such employee’s participation in any pension plan that has been established and maintained by the Employer under this Agreement shall cease upon the date of such assignment, provided, however, that any pension benefits that have theretofore accrued to such employee under such pension plan shall not be affected thereby.

On July 1, 2011, the Employer moved employees participating in the DB Plan on the Freeze Date from the frozen DB Plan

into the Defined Contribution Plan (“DC Plan”). Effective July 1, 2011, employees who previously participated in the DB Plan on the freeze date will receive a 6% annual Employer contribution. Such employees will be eligible for an enhanced transition benefit contribution in the DC Plan based on years of service with the Employer for eight (8) years after the Freeze Date. Accordingly, the eight (8) year transition period shall commence July 1, 2011 and shall conclude June 30, 2019 (“Transition Period”).

The enhanced transition benefit contribution is as follows:

Employees participating in the DB plan on the Freeze Date, who have 10 or more years of service as of the Freeze Date, will receive an extra 2% annual Employer contribution to the DC Plan during the Transition Period.

Employees who participated in the DB Plan on the Freeze Date with fewer than 10 years of service as of the Freeze Date will receive an extra 1% annual Employer contribution to the DC Plan during the Transition Period, but will then receive an extra 2% annual Employer contribution, rather than an extra 1% annual Employer contribution, in all years after attaining 10 years of service during the Transition Period.

The Employer agrees that the enhanced transition benefit contribution provisions of this Article survived the August 31, 2013 expiration of the predecessor Collective Bargaining Agreement, shall remain an obligation for the Employer, and shall not be subject to renegotiation, through the conclusion of the Transition Period on June 30, 2019.

Employees participating in the DC Plan on the Freeze Date were moved into the 6% DC plan. Such participants receive a 6% annual employer contribution effective July 1, 2011, but do not receive an enhanced contribution or transition benefit.

All employer contributions to the DC Plan made pursuant to this Article, shall be made quarterly.

Effective June 30, 2011, the Employer eliminated the matching contribution provisions of the 401K Retirement Savings Plan for all employees covered by this Agreement. Effective July 1, 2011, the Employer agrees to continue the current qualified 401(k) Retirement Savings Plan, which permits participants to contribute a portion of salary on a tax-deferred basis, without any matching contributions from the Employer. Employees will be able to contribute to the 401(k) plan as soon as administratively feasible after date of hire.

The DC and 401k Plans are subject to federal, state and local laws and regulations, as well as Plan limits and procedures, except that such plan limits and procedures shall in no way undermine or supersede the terms of this Agreement. Effective January 1, 2020, The Associated Press will consolidate its three (3) defined benefit pension plans - Administrative, Editorial and Technology (CWA) - into a single plan, which shall be known as “Associated Press Consolidated Retirement Plan.” There will be no change in the value of pension benefits because of this consolidation. Moreover, for the term of the Agreement, the Employer will not amend the terms of the Plan, except it may do so without negotiation when a change to the Plans is required by law.

## Article 29 – MISCELLANEOUS

1. *Bulletin Boards.* The Employer agrees to provide bulletin boards suitably placed in all bureaus and departments, in which employees covered by this Agreement are employed, for the exclusive use of the Guild. The Employer further agrees that employees may use the Employer’s email system to communicate with the Employer and the Guild concerning grievances arising under this Agreement.

2. *Jury Duty.* Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty and shall receive their regular salaries, including applicable differentials, during periods of such jury service, less the jury pay. If notice of a pending jury service is given to the employee’s manager at least three (3) weeks in advance, the manager will arrange the employee’s regular work schedule to coincide with jury service. If notice is not provided three



(3) weeks in advance, the employee's posted work schedule will remain in effect although the employee will not have to report to work on the days she/he is scheduled for jury service. If the absence of an employee would create a hardship on the Employer, the Employer may seek to have the employee excused.

3. *Voting Time.* An employee required to work on election day shall be given time off to vote if his/her working hours are such as to prevent the employee voting outside his/her working hours.

4. *Employee Assistance Program.* The company reaffirms its intention to continue the sponsorship of an Employee Assistance Program for all AP employees and their families. The Guild will be notified of any meetings of the EAP advisory committee and will be invited to attend.

5. *Dependent Care Program.* The Employer agrees to maintain for all eligible employees a qualified tax-exempt Dependent Care Program. The plan, which is subject to federal, state and local tax regulations, currently permits participants to set aside on a tax-deferred basis up to a salary amount allowed by federal law to be used to pay for day care costs for their children or for disabled parents. Employees who miss the annual enrollment deadline forfeit participation in the plan until the following year's open enrollment period. New hires can enroll within 31 days of hire. All employees may enroll/change their election within 31 days of the birth or adoption of a baby.

6. *Four-Day Workweek.* The Employer and an employee may, by mutual agreement, implement a four-day workweek, subject to the following conditions:

- a) The employee will work the appropriate total number of hours per week as set forth in Article 18 (Hours, Overtime and Work Schedules) of this Agreement.
- b) The work time will be spread equally over four days instead of five. Hours worked in excess of the workweek will be compensated at time-and-a-half, as in Article 18 (Hours, Overtime and Work Schedules) of this Agreement. An employee working a four-day week shall be entitled to daily overtime pay for work in excess of 25 percent of the contractual definition of a week's work.
- c) Every attempt will be made by the Employer to give an employee working the four-day week three days off in a row. If this is not possible on a given schedule, management is not restricted from splitting the three days off, but no employee will be scheduled onto a separate trick for any of his/her four days (for example, from day or night to overnight).
- d) Employees who have agreed to work a 4-day week shall receive the same paid time off benefits specified in this Agreement for vacation and sick/short term disability leave as employees who work a 5-day week, and shall receive a pro-rated paid time off day for a holiday or personal day. In the event such an employee works on a holiday, he/she shall receive premium pay for all hours worked on the holiday.

7. *Job Sharing.* If agreeable to the company and the employees involved, after consultation with the Guild, employees may share regular AP jobs subject to the following conditions:

- a) Each employee shall work on the days scheduled for him or her. The scheduled workdays of the employees shall be established with the consent of the Employer and shall not be altered except by consent of the Employer.
- b) Wages of the employees shall be pro-rated according to the number of days worked.
- c) Provided a job share participant works fifteen (15) or more hours per week, he/she shall be entitled to enroll in the Employer's group health insurance program subject to the same terms and conditions as a full-time employee.
- d) Except for group health insurance, the Employer shall not be compelled to pay more than the equivalent of 100% of one employee's benefits.
- e) The Employer shall not be compelled to find a job-sharing partner for one individual who wants to share a job.
- f) In the case of two regular employees who want to share a job during the period, a temporary may be hired to replace one of them in a full-time position during the term, with the understanding that the temporary would leave the staff with due notice if the job-sharing was terminated and both regular employees wanted to return to full-time positions.
- g) Either the employer or any participant may revoke its agreement at any time with at least six (6) weeks' notice.

8. *Parking, Public Transportation Vouchers.* The Employer will continue in the tax-advantage program for parking and/or public transportation as long as it remains allowable under federal law.

9. The Guild shall designate one member of its Human Rights Committee to be the Chairperson who will meet with the Employer twice a year to share ideas. The Chairperson shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending related training seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

10. *Employee Monitoring.* The Employer uses electronic employee access control systems for lawful business purposes and to assist in the safety and security of the AP's business systems and premises. Electronic card entry, electronic keypad entry, video cameras, and computer sign-on, sign-off records will not be used as "time clocks" for the purpose of logging, tracking, or recording hours worked by an employee.

12. *Business Systems/Use of Computers, Networks and Internet Access ("Business Systems" hereinafter).* The Employer will not use its Business Systems to access or monitor an employee's private computer but reserves the right to monitor electronic traffic and/or communication to and from AP's Business Systems, in accordance with the Business Systems Policy.

13. The Employer will replace damaged or stolen cell phones, cameras, laptops and/or digital recorders of Guild employees if the damage or theft occurred during the course of work for the Employer and if the equipment was required for the assignment. Employees should use Employer equipment instead of personal equipment whenever such equipment is available. (If the employee chooses to use their own equipment when Employer equipment is available the damage or theft is not covered.) No employee will be required to use personal property on assignments.

14. *Lock Boxes.* The Employer shall not require any employee to install a "lockbox" or similar security device within a personal vehicle. When mutually agreeable, the Employer will reimburse an employee for approved costs for purchase and installation of a lockbox or similar security device.

## Article 30 – HEALTH & SAFETY

1. The Employer will continue its policy of striving to provide properly lighted, ventilated, and heated/air conditioned work areas and to reduce noise to at least the standards of the Occupational Safety and Health Act of 1970 (OSHA).

2. The Employer will furnish an employee all protective devices necessary to perform his/her job. The Employer will, within limits of its direct control, ensure employees' safe passage on streets, parking lots and other areas near the office.

3. The Employer, upon request, will meet with the Guild to discuss health and safety considerations, including quarterly meetings on a national level to discuss the continued operation of a companywide program on repetitive strain injuries (RSI) and work-related musculoskeletal disorders (WMSDs) awareness and prevention and treatment as detailed in Sections 7 and 8 below.

4. The Employer shall abide by all federal, state and local laws respecting the health and safety of its employees.

5. The Employer will maintain a policy of providing regularly scheduled routine maintenance on equipment used by employees in the performance of their duties.

6. The Employer and the Guild recognize that it is important to make the staff aware of the need to perform its work in a manner that does not increase exposure to injury.

7. The Employer will maintain a training program on the proper use of video display terminals, as well as the lifting and carrying of photographic, video and/or audio equipment. Attendance at such classes will be mandatory. The

Employer will quarterly provide the Guild with a report on the types, level and location of training.

The Employer agrees that its managers will be instructed to be aware of RSI and WMSDs, to help the staff prevent injuries and to notice signals of developing problems so proper treatment can be obtained. Likewise, members of the staff must maintain good work habits to avoid RSI, WMSDs and other injuries.

As part of a continuing program to provide a workplace free of RSI and other injuries, the AP will:

- (a) Meet annually with the Guild and a nationally recognized health organization or consultancy to provide managers and staff with the latest information about the prevention and treatment of RSI, WMSDs and about proper work station design, including fully adjustable CRTs, keyboards, CRT stands and chairs, as well as injuries resulting from the lifting and carrying of equipment.
- (b) Provide each employee with information regarding such injuries, including (but not limited to) fact sheets, booklets and description of useful exercises designed to help prevent the problem. The AP will ensure that all control bureaus have access to an electronic media presentation on RSI and ergonomics (including the lifting and carrying of equipment) which will be available to everyone.
- (c) Provide new employees with information concerning such injuries as part of the normal orientation process.
- (d) When new information on RSI, ergonomics and the lifting and carrying of heavy equipment becomes available, or when there are changes in bureau locations, or new work environments are created, the Employer will schedule instruction by trained instructors, if requested, which will occur at the control bureau on one (1) occasion. This instruction will be provided on company time and will include information on (but not limited to) the following topics:
  - How to seek medical treatment, including diagnostic examinations, through workers' compensation and/or the AP's health insurance plan. AP will assist employees with the filing and processing of their workers' compensation claim forms to expedite claims payments.
  - Musculoskeletal problems associated with improper CRT use, and the lifting and carrying of heavy equipment, and the importance of proper and continuous readjustment of workstations and other techniques to prevent such problems.
  - The Employer will continue its policy of working with anyone having difficulty with or desiring specific ergonomic equipment and for work stations to be reconfigured to prevent or help alleviate RSI. This policy will include, but not be limited to, adding special wrist and foot rests, telephone headsets, height-adjustable chairs, height and angle-adjustable CRT screens, anti-glare protection and copy stands. Photo and video-related equipment will include, but not be limited to, lightweight cameras, laptops, and batteries; laptop stands; backpacks; harnesses; belts; belt packs; carrying cases; and rolling carts.
  - The Employer's policy is that employees are not required to remain at workstations for unreasonable periods of time without taking breaks and that such breaks are encouraged and should be part of their routine. Employees have the flexibility to take breaks of the number and length they feel necessary to give their eyes and bodies adequate rest.
- (e) As part of the continuing RSI-prevention program, and to prevent injuries resulting from the lifting and carrying of equipment, the AP also will bring in ergonomics

professionals, including the company's workers' compensation insurance carrier, as necessary, to evaluate AP bureaus and departments and to work directly with employees who may be experiencing such problems.

8. The Guild shall designate one member of its Health and Safety Committee to serve as Health and Safety Coordinator. The Guild's Safety Coordinator shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending safety related training and seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

The Employer also agrees to pay the cost of tuition for the Guild's safety officer to attend two safety related training or seminars that have been agreed to by the Employer and approved in advance. All other expenses related to the Safety Coordinator's attendance at such training or seminars will be the sole responsibility of the Guild.

9. In response to a reasonable written concern about employee safety, the Employer will engage an indoor air quality consultant to report on appropriate air quality conditions for employees at its business facilities and will provide a copy of the consultant's report to the Guild.

### Article 31 – SEVERABILITY

If any article or section of this Agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of this Agreement and the parties shall meet to negotiate a provision that will meet the requirements of the law in the questioned clause.

### Article 32 – NON-INTERFERENCE

The Guild agrees that it or its members, acting upon authority of the Guild or any local or unit thereof, except upon breach of the terms of this Agreement by the Employer, will not interfere directly or indirectly in any way with the production, distribution or delivery of any news, broadcast audio or TV news, feature or newsphoto or other service of the Employer which the Employer may at any time be obligated by contract to deliver to any member, firm, corporation or person.

### Article 33 - DURATION AND RENEWAL

This Agreement is effective as of January 31, 2019, and shall expire at midnight June 30, 2022. No earlier than 120 days and no later than 60 days prior to the expiration of this Agreement, either party may, upon written notice to the other party, initiate negotiations for a new collective bargaining agreement to take effect at the termination of this Agreement.

Should agreement not be reached on the expiration date, this Agreement will remain in full force until one party provides to the other 14 days' written notice of its intention to terminate the Agreement.

For the News Media Guild:

By:

Jill Bleed

President, Negotiating Committee Chair

For The Associated Press:

By:

Jessica L. Bruce

Senior Vice President, Human Resources and Corporate Communications

## MEMORANDUM OF AGREEMENT

This **AGREEMENT**, entered into on January 31, 2019, between **THE ASSOCIATED PRESS** and **NEWS MEDIA GUILD**, a local, No. 31222, chartered by **THE NEWSGUILD-COMMUNICATIONS WORKERS OF AMERICA**, amends and renews the collective bargaining agreements between the parties for both the editorial bargaining unit and the technology bargaining unit, which each expired on September 30, 2017.

This **AGREEMENT** renews and extends those expired collective bargaining agreements for the period January 31, 2019, through and including June 30, 2022.

This **AGREEMENT** amends the editorial bargaining unit and the technology bargaining unit agreements in accordance with the tentative agreements that are attached hereto and that have been initialed by the parties. Unless noted expressly otherwise in the attachments to this **AGREEMENT**, revisions to the technology unit bargaining agreement will be precisely the same as the amended language attached hereto for the editorial unit bargaining agreement.

This **AGREEMENT** provides for three (3) general wage increases as follows: (1) two percent (2%) to each employee's regular weekly salary, which shall become effective on the first day of the pay period immediately following July 1, 2019; (2) one and three-quarter percent (1.75%) to each employee's regular weekly salary, which shall become effective on the first day of the pay period immediately following July 1, 2020 and (3) one and three-quarter percent (1.75%) to each employee's regular weekly salary, which shall become effective on the first day of the pay period immediately following July 1, 2021. Economic differentials and other salary differentials specified in the collective bargaining agreements shall be increased by the same specified amount on the same effective dates.

This **AGREEMENT** further provides that three lump sums be paid to all regular full-time employees as follows: seven hundred fifty dollars (\$750.00) as soon as administratively feasible after The Associated Press receives written notice of ratification from the News Media Guild; and two hundred fifty dollars (\$250.00) on January 1, 2020 and January 1, 2021. Said amounts shall be prorated for regular part-time employees, shall be subject to standard taxation and withholding deductions, shall be payable on a one-time basis only, and shall not be included in any employee's regular salary, wage rate or regular pay for any other purpose.

This **AGREEMENT** further provides that effective January 1, 2020, The Associated Press will consolidate its three (3) defined benefit pension plans—Administrative, Editorial and Technology (CWA)—into a single plan, which shall be known as "Associated Press Consolidated Retirement Plan." There will be no change in pension benefits because of this consolidation.

There shall be no changes to group health and dental insurance plans through June 30, 2019. This **AGREEMENT** provides that there will be changes to the schedule of medical and dental benefits and increases to employee premium contributions for group health insurance during the life of the **AGREEMENT**, as provided for in the attached tentative agreement, on the following effective dates: July 1, 2019; January 1, 2020; January 1, 2021; and January 1, 2022.

This **AGREEMENT** is subject to ratification by the union members of the News Media Guild collective bargaining units and by the Board of Directors of The Associated Press. Each bargaining committee agrees that it will recommend without qualification the ratification of this Agreement.



NEWS MEDIA GUILD



THE ASSOCIATED PRESS

DATED: January 31, 2019  
NEW YORK, NEW YORK

## LIFE INSURANCE SIDE LETTER

January 31, 2019

Ms. Jill Bleed  
President  
News Media Guild, TNG-CWA Local 31222  
131 West 33rd St. 14<sup>th</sup> Floor  
New York, NY 10001

Dear Jill:

The following confirms the past practice and current understanding between the Guild and The Associated Press relating to Life Insurance and Business Travel Accident Insurance.

For the life of this Agreement, AP will maintain life insurance and business travel accident insurance policies for Guild-covered employees that are materially and substantially equivalent to those in effect on September 30, 2017, provided such insurance coverage remains available on the insurance market and for purchase by the AP. Should the AP lose coverage and be unable to obtain coverage, AP will notify the Guild as soon as administratively possible.

In the event a claim made by or on behalf of an employee or his or her spouse is denied by the insurer solely because of policy exclusion for:

- work performed for AP amidst declared or undeclared war, military action, military maneuver, police action, riot, insurrection or natural disaster including but not limited to floods, tsunamis, volcanoes, wildfires, hurricanes, tornadoes, earthquakes, and storms or
- for accident or injury arising from use of aircrafts (including but not limited to chartered flights for aerial photography/videography) taxis, limousines, boats, and ships or other travel mechanisms, used and approved for performance of a work assignment for AP, but excluding any regular commuting travel, the AP will cover the employee for the full benefit that would have applied in the absence of the policy exclusion listed above, definition, or limitation being relied upon to deny coverage, provided the loss was not intentionally created by the employee.

No employee shall be penalized or disciplined for declining assignment in a situation where coverage may not apply.

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Sue Gilkey  
Global Director of Employee Benefits

## SHORT-TERM DISABILITY SIDE LETTER

January 31, 2019

For the Associated Press  
200 Liberty Street  
New York, N.Y. 10281

Dear AP:

NMG and AP mutually agree that, in administering the short term disability benefit program set forth in Article 25 (2)(e) of the parties' Agreement, and notwithstanding any contrary language in AP's third-party contract with Lincoln Financial, the third-party consultant [TPA] shall not deny a benefit claim or determine that an employee is ineligible for such benefit based on the fact that the employee's illness or injury (including but not limited to a stress-related illness or injury) is related to employment factors including, but not limited to interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and a loss of professional or occupational license or certification, except as coordinated with workers' compensation benefits. The TPA may however, deny such a claim when unsupported by medical findings of a psychiatric, psychological or relevant specialist.

With respect to Section 5, Exclusions, Section 2 of the TPA plan document, the provisions regarding "riots" state that disability payments will be made if someone is disabled protecting public or private property, protecting oneself or police officers or firefighters from violence. The Guild and AP mutually agree that, in administering that provision, and notwithstanding any other contrary language in the plan document, the TPA shall not deny a benefit claim or determine that an employee is ineligible if they are disabled while acting in the defense of other persons known or unknown, including police officers and firefighters, from similar violence.

Finally, these same provisions regarding "riots" further provide: "With respect to this provision, riot shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder." The Guild and AP mutually agree that in administering such provision and notwithstanding any other contrary language in the plan document, the TPA shall not deny a benefit claim or determine that an employee is ineligible for such benefit where an employee's actions are undertaken in the course of an assignment on behalf of AP (except as coordinated with workers' compensation benefits); involve the lawful exercise of Section 7 rights under the NLRA; or involve lawful activity that is otherwise protected by the First Amendment; or do not result in a proven violation of a civil or criminal statute.

Sincerely,

Jill Bleed  
President  
News Media Guild