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Article 17 - HOURS, OVERTIME AND WORK SCHEDULES

1. Employees compensated under Article 11, Classification A (Wage Minima) and scheduled to work between the hours of 6 a.m. and 7 p.m. (local time) shall have a normal workweek of forty (40) hours. The normal workday for such employees shall be eight (8) hours within nine (9) consecutive hours. Such employees assigned and required to work on Sunday shall have a normal workday of seven and one-half (7½) hours within eight (8) hours of the day.
2. The normal workweek for all employees except those noted in Section 1 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.
3. The normal workday for all employees except those noted in Section 1 of this Article shall be seven and one-half (7½) hours within eight and one-half (8½) 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.
4. 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.
5. Any employee recalled to duty shall receive not less than four (4) hours at the overtime rate in cash, in addition to any other overtime worked that day. Any employee who works at their work location or a news venue on their day off shall receive not less than a full day's pay at the overtime rate. Any employee who performs work on a day off that does not require reporting to their work location or a news venue shall receive not less than four (4) hours at the overtime rate in cash. However, 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 made for each employee group within an organizational unit and shall be dated and posted electronically or physically no later than sixteen (16) days preceding the workweek for which they apply without penalty. 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. After the deadline for the posting of the schedule, changes may be made without penalty as follows:

- i. to cover bona fide news emergencies resulting from unforeseeable and extraordinary news developments;
 - ii. to cover staff emergencies arising because of the illness of a member of the staff in an employee group of fewer than six (6) Classification A employees; or
 - iii. to cover staff emergencies arising because of illness of more than one member of the staff in an employee group of six (6) or more Classification A employees;
 - iv. to cover the absence of an employee who resigns unexpectedly after a schedule has been posted;
 - v. to accommodate a request for Guild leave when fewer than sixteen (16) days of notice has been provided by the Guild representative; or
 - vi. to cover the absence of an employee granted compassionate leave (Article 23, Section 8, Leaves of Absence), or an FMLA leave (Article 25, Section 6, Sick Leave, Short-term Disability Leaves and Long Term Disability Benefits).
 - b. Employees whose posted schedules are changed without the authority provided to the Employer under Section 6(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. 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 Section, 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.
 8. No employee shall be scheduled for more than seven (7) consecutive days of work. If the Employer violates the requirements of this Section, 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.
 9. The restrictions of Sections 7 and 8 do not apply during the week of general election; or during the weeks of primary elections to those employees assigned to coverage of those primary elections.
 10. Schedules shall not be used to punish or harass employees.
 11. Time spent 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 time commuting to or from home or office at the start or end of their scheduled workday, nor commuting to or from home to assignments within the Employee's business location at the start or end of their scheduled workday, nor during time spent sleeping during travel.

12. 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 relevant manager. 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.
13. The Employer shall cause a record of all overtime to be kept. Such record shall be made available for inspection by the Guild upon request.

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.

14. Class A employees who are primarily engaged in news gathering may, by mutual agreement, be exempted from the provisions of Sections 4, 5 and 6 herein. Employees who are part of the Global Production, News Coordination and News Support organizational units, or have the primary assignment of news production in any other organizational unit, are not eligible for this exemption. Mutual agreement may be discontinued upon six (6) weeks written notice by either the Employee or Employer. 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.
15. The Employer will continue to appoint Senior Journalists who will be paid a salary of at least two times (2X) the top scale weekly minimum rate, as provided under the Wage Minima scale in Article 11, at the time of their hire as or conversion to a Classification C employee. Senior Journalists will also be eligible for an annual performance bonus, payable at the Employer's sole discretion.
 - a. Senior Journalists will perform work that requires a high degree of creativity and intellectual variety and the regular exercise of independent judgment and which does not conform to a regular work schedule. Accordingly, the Senior Journalist will be paid on a salary basis, which will be compensation for any and all work performed in any workweek. Similarly, these employees will be exempted from this Agreement's provisions on overtime and scheduling, as well as differentials and/or fee schedules that may be applicable to non-exempt work. Senior Journalists shall not be used in place of a non-exempt newsperson to avoid payment of overtime at the time and one-half rate. Senior Journalists will be afforded reasonable time off and the same vacation and holiday benefits as all other employees.
 - b. An employee may decline the Employer's offer of Senior Journalist designation without penalty. The Employer and Senior Journalist shall once annually review the designation and either shall have the option to end the designation upon written notice within forty-five (45) days thereafter. Should a personal emergency limit an Employee's ability to fulfill the responsibilities of a Senior Journalist prior to the annual review period, the Employer will reassign the Employee to a non-exempt newsperson position within 45 days of any such request, to the extent permitted by business and operating obligations.
 - c. Upon termination of the designation, the employee will be paid at the last wage rate he/she received prior to the Senior Journalist designation, adjusted by any general wage increases that have occurred in the interim, and will return to coverage under the scheduling, overtime and differential provisions of this Agreement. In the case of an employee hired initially by the Employer as a Senior Journalist, the Employer may discontinue the employee as a Senior Journalist upon written notice within forty-five (45) days thereafter. The employee will receive at least top-scale pay and return to coverage under the scheduling, overtime and differential provisions of this Agreement. The Employee may opt to accept dismissal indemnity as provided under Article 7 (Dismissal Indemnity/Severance), provided he/she executes a resignation agreement and general release.

16. Employees are exempt from the foregoing hours and overtime provisions of this Article when traveling to/from any of the following international assignments: major sporting events, including those governed by the International Olympic Committee (IOC), IOC-recognized international sports federations, the Federation Internationale de Football Association (FIFA), regional FIFA federations, and major golf and tennis tournaments. Instead, employees will be paid eight (8) hours at straight time for any travel day. All time worked in excess of eight (8) hours in any day and forty (40) hours in any week during the assignment shall be compensated for at time and one-half in wages, including such differentials as may be paid to the employee.