


Tentative Agreement on June 2, 2022

The Associated Press: 
TERESIA SEEBAUER (APRA, 2021.12.08 EDT)

News Media Guild: 
(NY CHRWG) (JUN 22, 2022 21:08 EDT)

Guild Proposal

May 26, 2022

Article 5 – ARBITRATION (No Changes)

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.