

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 the employee's 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 the employee's 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 or gender expression, 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.

- a. The Employer shall refer to employees by the names they choose and by the pronouns with which they identify.
 - b. If an employee's name is changed in connection with the employee's gender transition, the Employer shall, upon request by the employee, use reasonable efforts to replace the employee's former name with the employee's new name in publicly available descriptions of the employee published by the employer (ex. website bios, directories, etc.) This provision does not apply to previously published content in the AP news report, such as bylines and credit lines.
 - c. The Employer will continue its efforts to provide employees the option to use a variety of pronouns, including gender non-binary options, in completing personnel forms.
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 the employee's 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 the employee's 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 the employee 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 technical support specialist specified within Article 11 (Wage Minima) and senior technical support specialist within Article 12 (Senior Technical Support Specialist).
- 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 technical support specialist or senior technical support specialist, 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. An Employee's regular work as a technical support specialist for the AP within the five (5) year period prior to the Employer's announcement of the need for a reduction in force demonstrates the employee's 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 technical support specialist 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 the employee is entitled pursuant to Section 7(d) below, demonstrates the employee's 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. The Technical Support organizational unit shall be deemed to operate as a single business location, with the exception of the New York, Washington, DC and Los Angeles locations, each of which shall be deemed to be a separate business location.
- e. "Organizational unit" means Technical Support.
 - 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 establishment of a new organizational unit.

7. Reductions in Force: In the event of a reduction in force in the organizational unit at a business location, the Employer will weigh an employee's seniority, as well as the employee's 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 the organizational unit is necessary, which does not involve the elimination of the entire organizational unit at a business location, and that its operating circumstances enable it to accomplish all or a portion of the necessary reductions 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 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 the employee 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 the employee otherwise may be entitled to under this Agreement.
- b. Vacancies: If vacant positions are available in the organizational unit at a different business location at the time the Employer determines that a reduction in force is necessary, 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. 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 the employee's 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 organizational unit at the business location provided the more senior employee(s) has/have the qualifications and skills to perform the remaining work in the 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. In the event of a staff reduction at the three locations specified in 6d above, the affected employee will be able to exercise his seniority against the national group as long as the employee has the skills and abilities to perform the required work.
- 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 the employee's classification at the business location then the Employer will provide all such affected employees with all necessary and sufficient training so that the employee 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 the employee 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 the employee has qualifications and skills then the employee will be laid off and receive dismissal indemnity/severance as provided in Article 7 (Dismissal Indemnity/Severance).
- e. 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.
- f. Dismissal Indemnity Valuations:
- i. If a more senior employee in the organizational unit at a business location does not have the necessary qualifications and skills to retain a position in the organizational unit at the business location, and does not qualify for a training period, then the employee 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 the employee has the qualifications and skills or, at any time during a training period, elects to discontinue the process, then the employee 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 organizational unit at the business location concerned and shall be recalled if a vacancy occurs in the 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 the 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 the organizational unit at the business location or fails to report to the organizational unit at the prior 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 the employee 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 the 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 the employee's household, as well as living expenses for one (1) week in the city to which the employee 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 the employee's preferential rights to vacancies in locations other than the employee's 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 the employee worked prior to layoff (but to an organizational unit in which the employee has qualifications and skills), then the employee will remain eligible for recall only to the organizational unit at the employee's original business location and will not be eligible for vacancies that may arise subsequently in any other business locations. If pursuant to this subsection an employee accepts an offer of rehire to at a business location other than the one in which the employee 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 the employee's layoff, then the employee's seniority shall terminate and the employee 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. Generative AI shall not be used to enable the layoff of an employee or the elimination of a position covered by this Agreement or employee benefits under this Agreement.

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 the employee's personnel file. Upon request, each employee shall receive an assessment of the employee's 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 the employee's 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 who, at the request of and/or with the consent of the Employer, works remotely and is not required to report regularly to the New York, Washington, DC or Los Angeles location, will be deemed to be working within the Technical Support organizational unit/business location.