

ASSOCIATED PRESS

EDITORIAL UNIT CONTRACT

Article 1, Coverage – No change.

Article 2, Checkoff – No change.

Article 3, Payroll Information – the company is now required to provide not only the birthdays, sex and address of new hires, but also their gender identity, gender pronouns and personal email address if those are provided voluntarily by the employee.

Article 4, Grievance Procedure – Updates language to say grievances must be filed with an employee's supervisor or with the supervisor's manager instead of chief of bureau and department head.

Article 5, Arbitration – No change.

Article 6, Job Security – Employer shall refer to employees by the names they choose and by the pronouns with which they identify. 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.

Employees are assigned to a business location, including those who, at the request of and/or with the consent of the Employer, work remotely. Such an assignment will be made regardless of whether the Employer maintains a physical office in that business location.

For employees formally assigned to production roles (editing, producing, curating or publishing content), all business locations within an organizational unit shall be deemed to operate as one business location.

Defines organizational units as Business News, Climate & Environment, Digital News, Enterprise & Investigations, Entertainment & Lifestyles, Global Production, Health & Science, International News, News Coordination, News Operations, News Services, News Support, Radio & Audio, Religion News, Sports News, US News and Washington News.

Adds protective language to preserve jobs due to Artificial Intelligence, and prevent the automated publication of computer-generated content by ensuring that editorial unit employees will be directly involved in the production of AP news. It specifically states: *Technology that involves the use of generative artificial intelligence, including machine learning or deep learning, may be used by employees to supplement or assist in their news gathering, such as the collection, organization, recording or maintenance of information, in compliance with AP's standards of journalistic ethics. Generative AI may be used to perform the work of news production only with the direct involvement and oversight of employees in compliance with AP standards. 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.*

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Article 7, Dismissal Indemnity/Severance – Adds established just cause for termination due to violations of Equal Employment Opportunity policy to list of instances where dismissal indemnity need not be paid. The list previously included 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.

Article 8, Normal Work – No change.

Article 9, Transfers – No change.

Article 10, Advancement Opportunities – Allows employees to transfer to a new business location by mutual consent with management (without a job posting) if all the current job duties can be performed in the new location. Provides for shadow training for new employees or employees changing roles to shadow a peer in a similar job or role for at least one week within three months of assuming the new role.

Article 11, Wage Minima - includes a \$1,500 lump sum payment as soon as administratively possible after ratification of a new contract and would be prorated for part-time employees; a 2.75 percent increase on April 1, 2024; a 2.75 percent increase on July 1, 2025; and a 3.5 percent increase on October 1, 2026. The Economic Differentials are increased on the dates of and at the percentages of each pay increase. Seattle, Miami, Portland and Sacramento are added as Class A cities receiving differential. Wage Classifications are updated. Wage Classification B employees will receive same economic differential as Classification A.

Article 12, General Increases - reflects the dates and amounts of the pay raise dates.

Article 13, General Wage Provisions – No change.

Article 14, Individual Bargaining – No change.

Article 15, Night and Sunday Differentials – Increase by the percentages of the wage increases. Removes requirement employees be regularly assigned to night shifts to receive differential.

Article 16, Expenses – Employees who qualify for the weekly allowance will be reimbursed for parking at the AP office in their business location on days AP requires they be present. Alternatively, AP may elect to provide a parking space for the use of these employees at their office. ii. No other employees are eligible for reimbursement for parking or commuting costs to an AP office in their business location. AP may elect to provide office parking to staff in those business locations where it is available to AP at no incremental cost.

Employer will provide employees who are hired at or transfer to a business location without a physical AP office, or staff in those locations where AP closes an existing physical office, with a laptop, single monitor, keyboard, mouse, USB headset and web cam. The Employer will also provide or reimburse employees for authorized office supplies and business-related expenses. Staff who are assigned to a business location at which AP maintains a physical office, or a business location at which AP provides employees with access to a physical office (such as a co-working space), are not eligible for such

benefits. Employees in any business location may not seek reimbursement for, or otherwise receive compensation for, ongoing expenses such as internet connectivity, television service or electricity.

The employer will provide DeleteMe, or a similar digital information protection service, for any employee who is impacted, or may be impacted, by online harassment, is concerned about their availability of personal data online and seeks such a service via AP.

Article 17, Hours, Overtime and Work Schedules – No change.

Article 18, Temporary Employees - would allow Foundation Grant positions to be temporary for up to 36 months. After 36 months as a temporary, whether consecutive or non-consecutive, employees automatically become regular employees. Temporary and grant-funded employees will be on the first-on, first-off preferential list for regular AP jobs when their skills are relatively equal or superior to external candidates. Adds provision that before a grant is scheduled to expire, the AP will meet with affected employees to discuss other AP job opportunities and give qualified employees the first opportunity to interview for open positions. Clarifies that regular employees who take grant-funded positions remain regular employees, retaining all their rights and benefits, and can get their previous jobs when the assignment ends. Adds that temporary and grant-funded employees on the first-on, first-off preferential list for regular AP jobs will have preference when their skills are relatively equal or superior to external candidates.

Article 19, News Associates – The position is eliminated after current employees' term.

Article 20, Part-Time Employees – updates outdated language.

Article 21, Holidays – Adds Juneteenth. Converts personal days, birthday to vacation days.

Article 22, Vacations – After three months, new hires eligible for 13 days of vacation if hired in January. The amount will be prorated if hired later in the year. Employees eligible for 18 days in their third year and 23 days in the fifth year. The two personal days and birthday time off annually will now be issued as vacation days and those three days will not be subject to the mandatory scheduling by a manager if the employee does not schedule it by Aug. 1 each year. Employees must use seventy-five percent (75%) or twenty-one (21) days, whichever is lesser, of their vacation days carried over from previous years.

When New Year's Day, Juneteenth Day, Independence Day or Christmas Day falls on a Saturday, it shall be observed on the preceding Friday; any such holiday that falls on a Sunday shall be observed on the following Monday. Employees required to work on the actual or observed day of a holiday can choose to receive holiday compensation for either day but not both.

Article 23, Leaves of Absence - Parental leave is available from date of hire, and is increased from four weeks to 14 weeks to be used within 12 months of the birth or adoption of a child. Primary adoptive and surrogacy parents will receive an additional 4 weeks after certifying they are the primary parent. Employees will be eligible for paid parental leave immediately upon hire. Adds provision for 3 days of compassionate leave in the event of an employee's or spouse/partner's miscarriage.

Article 24, Military Service – No change

Article 25, Sick Leave – New employees eligible for sick leave from date of hire.

Article 26, Group Health and Dental – No rate increases for life of contract. New employees eligible from date of hire. Adds a wide range of infertility services to be handled by Progyny. Under this new program, employees would have three “cycles” to use on various services. For example, one round of egg freezing would be equivalent to one-half cycle - leaving employees with 2 1/2 cycles to use on other infertility services. Sperm freezing requires 1/4 of a cycle; IVF is 3/4 of a cycle; frozen embryo transfers is 1/4 of a cycle; purchase of 6-8 donor eggs is 1 cycle; purchase of 4 vials of donor sperm is 1/4 of a cycle; timed intercourse is 1/4 of a cycle; pre-transfer embryology services is 1/2 cycle; donor services and creation of embryos including transfer to member is 1 1/2 cycles; donor services and creation of embryos not including frozen embryo transfer is 1 cycle; split cycle (egg and embryo freezing when paired with IVF cycle) is 1/2 cycle. Additionally, these “cycles” can be used for surrogacy. Adoption support and education will also be provided under Progyny. Allows for travel reimbursement of up to \$1,500 per event when medical care is not available nearby.

Article 27, Life Insurance – No change.

Article 28, Pension – No change.

Article 29, Outside Work – Within three days, the Employer will acknowledge receipt of an employee’s written request for outside work. Within thirty (30) days, the Employer will provide its response or will request additional time for consideration and discussion with the employee.

Article 30, Miscellaneous – No change.

Article 31, Health and Safety – No change.

Article 32, Severability – No change.

Article 33, Non-Interference – No change

Article 34, Duration and Renewal - would start the contract on Jan. 2, 2024, and expire on Jan. 2, 2027.

The Memorandum of Understanding includes all the key terms of the tentative agreement.

Life Insurance Side Letter – No change

Short-Term Disability Side Letter – No change

Stock Photography Revenue Side Letter – No change

Expenses Side Letter - Employees with previous side deals for home internet connectivity will have the average amounts received by each during the final six months of 2023 added to their base monthly salary. No employees shall be eligible for reimbursement for such ongoing expenses.

Vacation Buyout Side Letter - On a one-time basis, employees may elect to liquidate and receive payment for all unused carry-over paid time off accrued through Dec. 31, 2023, at the rate of 66% of the Employee’s base hourly rate as of Dec. 31, 2023. An Employee must elect such liquidation no later than March 31, 2024.