

## Summary of Changes for the Tentative Agreement with Associated Press Editorial Unit. Expires 8/31/2013

**Coverage** – Changes the New York General Desk to New York Nerve Center. Delete the Kansas City Assistant Chief of Bureau title. Changes rule for excluding correspondents to “directly supervising three or more full-time equivalent AP personnel, including full-time temporary employees who are replacing a regular employee on leave. The new language will result in several correspondents being entered into the bargaining unit, including Portland, Me., St. Louis, Pittsburgh and Cincinnati. Excludes the four (4) Regional Assistant Sports Editors. Removes a reference to excluding paymasters, confidential secretaries (no affect on number of confidential secretaries). Adds “freelancers/independent contractors” to stringer title that cannot be used to enable termination of unit employees or reduce benefits under the contract. The employees in the Content Manager, Deputy Director of Polling and the Database Analyst/Special Projects Manager positions would become union covered.

**Checkoff** – AP will now accept electronic signatures on dues checkoff authorization agreements.

**Payroll Information** – AP will supply information on the excess vacation accrual negotiated by AP and individual employees.

**Grievance Procedure** – No change

**Arbitration** – No change

**Job Security** – Single-person correspondents would receive additional severance if they are laid off and don't transfer to another position upon the execution of a general release waiving all contract, recall and reinstatement rights as follows: 4 weeks' pay if fewer than 5 years of service; 8 weeks' pay if at least 5 or fewer than 10 years of service; Ten weeks if at least 10 years but fewer than 15 years of service; and 12 weeks' pay for 15 or more years of service. Employees who are laid off would receive preference for rehire if they apply for positions in other locations and are qualified for the position. AP agreed to create a joint committee to address diversity and inclusion issues. AP would provide the union with copies of guild-

covered employees' annual performance appraisals that receive an overall rating of below "meets expectations" and written warnings informing employees of potential discipline within 14 days of issuance.

**Dismissal Pay** – Deletes language requiring AP to pay a designated beneficiary or the employee's estate an amount equal to dismissal pay due upon termination, but the payment could not exceed \$7,500, which the company could deduct from the employee's proceeds of any life or casualty insurance the employee was due by reason of employment with the AP. Employees recalled or rehired before the number of weeks of notice/severance elapses would be required to repay the balance. For example, an employee laid off for 10 weeks, but who agrees to be recalled or rehired after five weeks, would have to return five weeks pay to AP. While AP can ask for repayment in a lump sum, an employee can chose to repay in installments. Employees will have up to 12 months to repay the difference if greater than \$5,000 and up to 6 months to repay amounts under \$5,000. Repayment is conditioned on the company's notifying employees of the obligation at the time of termination. If an employee leaves prior to repaying the full amount then the balance would be deducted from final wages, time off accruals as well as the future calculation of dismissal indemnity/severance pay to which he/she would be entitled.

**Normal Work** – no change

**Transfers** – AP will reimburse reasonable meal, transportation and lodging expenses of employees and one relocation-eligible dependent or same-ex partner for a pre-move trip of up to three days and two nights. The company will pay the settling expenses in addition to the pre-move trip for up to 30 days.

**Advancement Opportunities** – Employees will be given every opportunity to advance their careers and are encouraged to pursue outside educational opportunities. If an employee takes such courses and they are approved in advance, AP will reimburse the 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 in advance and in writing. Approval shall not be unreasonably denied. An employee must repay the company if he/she resigns within two years after completion of the last course, examination or course materials paid for by the Employer for the employee's advancement from terminal wages, accrued vacation or personal assets. Up to three representatives can meet with AP every six months to discuss employee concerns, preferences and inquiries on AP training programs. Employees will not suffer a loss in wages, including time spent travel to/from the meetings.

**Wages:** Wages would increase 1.75% increase at the start of the pay period following ratification of the Agreement; the second 1.5% increase will be payable 9/1/11; and the third 1.5% increase will be payable 9/1/12. Increases will be applied to the economic differentials on the same dates.

**Broadcast News Center –** Effective with the work week immediately following ratification of the contract, all employees who received a talent differential on March 1, 2011, will have it rolled into base pay. Thereafter, talent differentials are deleted from the contract. The APTN Scheduling terms which exempt employees earning 7.5 percent above their appropriate wage minima from some scheduling protections would be deleted.

**General Wage Provisions –** No change

**Supervisory Differentials –** Deleted from contract as agreed to during the previous negotiations.

**Individual Bargaining –** No change

**Night and Sunday Differential –** No change

**Expenses –** Would add a provision stating no employee would be required to use personal property. 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.

**Hours, Overtime and Work Scheduling –** Adds a straight time penalty when multiple start time and short turnaround violations occur. Employees scheduled to work more than seven

consecutive days would receive an additional half day's pay for each day in violation.

**Temporary Employees –** No change

**Part-Time Employees –** No change

**Holidays –** When Christmas Day or New Year's Day falls on a Saturday it would be observed on a Saturday. Independence Day would be observed on July 4.

**Vacations –** The company would twice annually schedule an employee's regularly scheduled days off at both ends of an employee's vacation. Upon completion of three months employment, newly hired employees will receive three days of vacation in addition to their current accruals.

**Leaves of Absence –** Adds Wood's Hole Oceanographic Institute Fellowship to the list of automatic leaves. Compassionate leaves would be expanded to include step parent, same-sex domestic partner as defined by the eligibility standards of the company's health plan, step-child, step brother, step-sister, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law or great-grandparent.

**Military Service –** No change

**Sick Leave/Short Term Disability/Disability Benefits –** No change

**Group Health and Dental –** No changes except adds term that states, "When future employee contributions are established, the contributions will be calculated using the projected cost by tier for the upcoming year, including trend assumptions. The contributions will not be "trued-up" or otherwise account for operating losses from prior years.

**Life Insurance –** No change

**Pensions –** The defined benefit pension plan would be frozen effective June 30, 2011. The matching contribution provisions of the 401K Plan would be eliminated effective June 30, 2011. Current defined contribution plan participants would receive a 6% annual contribution effective July 1, 2011—there would be no "transition benefit" for current DC plan participants. Employees who previously participated in the defined benefit plan would be

moved to a defined contribution plan with a 6% contribution. (Payments are made quarterly to employee accounts.) Former defined benefit plan participants with more than 10 years of service would receive a 2% enhanced contribution benefit during an eight year transition period. Former defined benefit plan participants with fewer than 10 years of service on the freeze date would receive a 1% enhanced contribution benefit during an eight year transition period but would receive a 2% additional contribution, rather than 1%, in all years after attaining 10 years of service during the eight-year transition period. The 8-year transition period survives expiration of the contract.

Outside Work – No change

Miscellaneous – Would confirm employees’ right to use the company’s e-mail system to communicate with the Employer and the Guild concerning grievances arising under the contract. Affirms job-share participants who work 15 or more hours a week would be entitled to enroll in the group health insurance program subject to the same terms and conditions as a full-time employee. The smoking-cessation provision would move into the Group Health and Dental article.

Health and Safety – AP would continue to strive to provide properly lighted, ventilated, and heated/air conditioned areas while deleting the “wherever possible within reasonable physical and financial limits” term. Deletes “goggles and gloves” from the protective gear language. Eliminates rest break language in Section 7, as it exists elsewhere in the article. Deletes language requiring AP to retain the services of a recognized health organization or consultancy agreed to by the Employer and the Guild for the purpose of conducting a baseline ergonomic study of photographers and videographers. Deletes the language requiring the photographers and videographers health study because it was completed several months ago. In response to a reasonable written concern about indoor air quality, AP would engage an air quality consultant to report on appropriate air quality conditions at its facilities and provide a copy of the report to the Guild. AP would post the Executive Summary and Final Report of New York University’s Occupational and Industrial Orthopaedic Center’s Pilot Ergonomic Work Assessment of AP Still and Video Photographers. The company would provide

comprehensive information on injury prevention, including the lifting and carrying ergonomics, with recommended fitness and safety practices.

Severability – No change

Non-Interference – No change

Duration and Renewal – The contract would be effective December 1, 2010 and terminate at midnight August 31, 2013. Articles 1 (Coverage), 6 (Job Security), 19 (Hours, Overtime and Work Schedules), and 24 (Leaves of Absence), as well as Article 11 (Wage Minima) of the Technology Unit agreement, shall not become effective until the first day of the pay period immediately following the date of ratification of this Agreement. The parties further agree that the revisions to Article 22 (Vacations) shall become effective on January 1, 2011.

Memorandum of Agreement – Restates terms of the Agreement.

Sick Days Side Letter – Delete

Business Office Side Letter – Delete

Editorial Training Side Letter – Delete

Stock Photography Revenue Share Side Letter – No change

Student Internship Program – Delete

Memorandum of Agreement: Photo Sales - Delete

Life Insurance Side Letter – Requires the company to maintain life and business travel accident insurance policies that are materially and substantively equivalent to those provided during the 2010-2011 bargaining provided such insurance remains available on the open market. Should AP lose coverage and be unable to obtain coverage, AP will notify the union as soon as administratively possible. AP will cover an employee for the full benefit that would have applied in the absence of a policy exclusion listed below: work performed for AP amidst a declared or undeclared war, military action or military maneuver, police action, riot, insurrection, natural disaster, including but not limited to floods, tsunamis, volcanoes, wildfires, hurricanes, tornadoes, earthquakes and storms or for accidents or injury arising from the use of

aircraft, 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 an AP work assignment, but excluding commuting travel. Same-sex partners will be treated as spouses for coverage purposes. No employee shall be penalized or disciplined for declining an assignment in a situation where coverage may not apply.

Sick Leave Side Letter – AP agrees its third-party administrator, Liberty Mutual, will not deny a benefit claim or determine an employee is ineligible for such benefit on the fact that an employee's injury or illness is related to employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and loss of professional or occupational license, except as coordinated with workers compensation benefits. Liberty Mutual will not deny a claim or determine an employee is ineligible if they are disabled at a riot while acting in the defense of other persons, known or unknown, including police officers and firefighters. The current rule applies to oneself, police officers and firefighters.