

Summary of Changes for the Tentative Agreement with Associated Press Technology Unit, expires 8/31/2013

Coverage – Add Broadcast engineers to the list of excluded jobs. Delete the sentence referring to “Associate Status.” Delete the sentence referring to the list of employees in “Appendix A.” The contract would not apply to work traditionally and commonly performed to stringers, freelancers and independent contractors. They could not be used to perform regularly scheduled bureau or department duties or assignments within bureaus or departments or to enable the layoff of an employee or the elimination of a union-covered position or to reduce employee benefits.

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 – AP agreed to create a joint committee to address diversity and inclusion issues. Seniority described as company-wide length of service since an employee’s most recent date of hire. Company can solicit volunteers from among all eligible employees in the affected classification(s) up to the number it must reduce in each classification in the affected bureau, department or business location. If there are more volunteers than needed, seniority would prevail. Volunteers must execute a resignation agreement and general release of claims, which would include a waiver of recall, rehire or other rights he/she may be entitled to under the contract. If there are vacant positions available when a reduction occurs, the company will offer them to affected employees in the order of seniority provided the employee has the skills and qualifications to perform the work. Reasonable advance notice of the vacant positions would be provided through the electronic job posting system. If an employee accepts a vacant position he/she shall be reimbursed for transportation and relocation expenses. If an employee declines a transfer to a

vacant position for which he/she was qualified, the employee may exercise rights under the following provisions:

* 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 voluntary means or by transfer of senior qualified employees to available vacant positions, then the Company will utilize a process as follows:

* The Company will select for layoff the least senior employee(s) in the affected classification(s) within the affected bureau, department or business location, provided the more senior employee(s) has/have the skills and qualifications necessary to perform the remaining work in that affected bureau, department or business location.

* If the Company has not previously provided a more senior employee a training opportunity to perform the remaining work in his/her bureau, department or business location then the Employer will provide the affected employees with all necessary and sufficient training to perform the remaining available work in a competent and proficient manner. During such training, the Employer shall articulate in writing its reasonable expectations regarding the available work. The training shall provide a reasonable opportunity to acquire the skills necessary to properly operate equipment and to effectively utilize the methods of operation employed in such work. The amount of training provided shall be reasonably based on the circumstances but shall be provided over a period of no fewer than four (4) weeks.

* In implementing this provision, the phrase “bureau, department and business location” shall include all technology unit positions in that business location (which includes its outpost locations, for ex. Pentagon or State House offices)

* If a more senior employee in an affected bureau, department or business location is not deemed to have the necessary skills and qualifications, he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7, Dismissal Indemnity/Severance.

* If a more senior employee in a bureau, department or business location declines to accept work for which he/she is deemed qualified or at any time during a

training period, elects to discontinue the process, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7, Dismissal Indemnity/Severance.

* If the more senior employee successfully completes the required training period, then the more senior, qualified employee will be retained and the least senior employee in the same classification and working in the same bureau, department or business location will be given the right to transfer into vacant positions in accordance with the provisions above, provided the employee has the skills and qualifications necessary to perform the work of the vacant position. If the least senior employee declines a transfer to any vacant position for which he/she is qualified, or if no vacant position is available for which he/she is qualified, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7, Dismissal Indemnity/Severance.

* The Employer agrees that the supervision, oversight, instruction and/or orientation of any employee offered a training opportunity or a trial period will not be performed by any employee who may otherwise be displaced by the employee who is to be trained or afforded a trial period.

* Regardless of relative seniority, no employee has the right to displace any other employee who is assigned to a different business location.

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 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 fourteen 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 choose to repay in installments. Employees will have up to 12 months to repay the difference if greater than \$5,000 and up to six 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-sex 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 thirty days.

Advancement Opportunities – Approval of educational opportunities shall not be unreasonably denied. 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% on the first day of the pay period following the ratification. The second 1.5% increase would be payable Sept. 1, 2011; and the third 1.5% increase would be payable Sept. 1, 2012. Increases would be applied to the economic differentials on the same dates. Technicians have until June 1, 2012 to upgrade from the MCSA certification to the new MCITP/server administrator. Failure to achieve the new certification by June 1, 2012 will result in the loss of the weekly \$35 differential. Technicians who do not now have the MCSA certification can get the MCITP/server administrator certification at any time and receive the differential. The MCSE certification will cease and the weekly \$60 differential will be rolled into salaries of staffers now receiving it. There is a new weekly \$35 differential for technicians who achieve either the Microsoft Office specialist/expert level or the MCITP enterprise desktop support certification. Technicians can earn up to \$175 a week for their certifications.

Technicians are no longer limited to CBT training but can use other training as well.

General Wage Provisions – No change

Supervisory Differentials – Effective the work week immediately following ratification of the contract, all employees receiving a supervisory differential would have it rolled into base pay. Thereafter, Article 15, Supervisory Differentials, is deleted from the contract.

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 will, at least 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 – 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 from the old contract but adds active employee contributions would be subsidized by funds from the Local 1314 Health and Welfare Fund. If the funds are exhausted during the life of the contract, contributions will remain unchanged for the life of the contract. Also added is, "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 transition period survives the expiration of the contract.

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. 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.

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 some economic terms of the Agreement.

Coverage Side Letter – No change

Product Support and Platform Support Specialists Side Letter - delete

Health and Welfare Fund Side Letter - delete

Sick Days Side Letter – 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 protects oneself, police officers and firefighters.