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Your Right to Union Representation

The U.S. Supreme Court has affirmed a worker's right to union representation anytime that worker reasonable believes a discussion he/she may be having with a supervisor could lead to disciplinary action. This is known as the "Weingarten" right.

BUT YOU MUST EXERCISE YOUR RIGHT AND ASK FOR REPRESENTATION.

"I respectfully request union representation" is all you need tell the supervisor or other management representative.

YOUR REQUEST CAN COME ANYTIME DURING THE MEETING – including the point where a "friendly chat" turns into questions on your job performance. It also may come before the start of a meeting if the intent of the meeting is announced or appears clear.

Following your request, the employer representative should permit you to summon a shop steward or other union representative.

IF YOUR REQUEST IS DENIED, YOU MAY END THE MEETING OR NOT ATTEND.

Don't try to be your own lawyer. Demand the rights guaranteed by your Guild contract and the National Labor Relations Act.

For more information on your "Weingarten" rights, visit the union's Web Site at

[www. Newsmediaguild.org](http://www.Newsmediaguild.org)

FOREWORD

This document is the text of the 2008-2010 News Media Guild Agreement with The Associated Press. It is a living document negotiated by the union and the company to set the terms and conditions of employment of the AP's employees who have a continuing relationship. It is like a constitution governing rights and obligations and regulating procedures. It is the ultimate authority in AP's relationship with the approximately 1,700 employees represented by this union.

The contract details rights of the company and the employees—including holidays, vacations, overtime, sick leave, wages, advancement opportunities, health care benefits and pensions. AP's responsibilities to the Guild-covered employees are minimal.

Nothing precludes AP from paying higher wages or providing better benefits or conditions of employment than the minimum specified. However, no employee is permitted to work for less than these minimum standards.

Any benefits that the company provides its Guild-covered employees are required under this contract. The benefits and rights are the result of many years of dedicated service by countless AP Guild members—many of whom contributed time and money, in addition to their regular dues, to guarantee the benefits to employees in the Guild's jurisdiction.

EDITORIAL UNIT AGREEMENT

December 1, 2008 – November 30, 2010

PREAMBLE

This Agreement is entered into at New York, N.Y., on the 7th Day of February, 2009, by and between THE ASSOCIATED PRESS, a New York corporation hereinafter referred to as the “Employer,” and the NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS of AMERICA, hereinafter referred to as the “Guild,” or “Union,” for itself and on behalf of all employees of The Associated Press described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

Article 1 - COVERAGE

1. This Agreement covers all editorial, newsphoto, newsfeatures, broadcast news, business office employees, correspondents (except for those set forth below), the World Service/English Language Section, Business News Department Supervisor, New York Assignment Editor, World Services Photo Editor, Photo Desk Supervisors, New York General Desk Supervisors, of The Associated Press and wholly owned American subsidiaries employed (working) in the United States; but excluding officers, general executives, bureau chiefs, assistant bureau chief in the following locations: Atlanta, Chicago, Columbus, Dallas, Kansas City, Los Angeles, Miami, New York, Philadelphia, San Francisco, Seattle and Washington D.C.; confidential secretaries, news editors, and correspondents in correspondencies employing four or more AP personnel (including the correspondent in question); the regional editor, deputy regional editor, assistant regional editor, regional enterprise editor, regional broadcast editor and regional multimedia editor in each of the four (4) regions; regional newsphoto editors; APTN Planning Editors, APTN Production Managers, APTN Production Coordinators, APTN Assignment Managers, corporate records clerk, assistants to executives, paymasters and their confidential secretaries, purchasing executive, administrative assistants, chief cashier, Supervisor World Spanish Desk, engineering employees and all other employees represented by Associated Press System, Communication Workers of America, as well as those employees excluded under the technology unit collective bargaining agreement.

2. The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement, provided that nothing in this Agreement shall be construed as barring the Employer from discontinuing any of its present operations or effecting technological changes in its operations or as barring non-union employees in the categories excluded from this Agreement under Section 1 of this article from continuing to perform the work done by them as part of their normal function.

Specifically, respecting excluded personnel who are professional journalists, nothing in this article shall prevent them from managing, directing, supervising, overseeing and participating in news, photo and allied operations of the Employer. However, such participation in news, photo and allied operations shall not result in a numerical staff reduction of the employees covered by this Agreement, nor shall it result in any loss of regular pay or removal from entitled classifications or forced transfer from any bureau or department, and, further, such participation in news, photo and allied operations shall not include full-time work on news desks and other news and photo assignments or full-time coverage of continuing news events without the assistance of employees covered by this Agreement.

3. As in the past, this Agreement shall not apply to work traditionally and commonly performed by stringers and freelancers. However, stringers and freelancers shall not be used:

- (a) to perform regularly scheduled bureau or department duties or assignments within bureaus or departments;
- (b) to reduce the overall work force of employees covered by this Agreement or employee benefits under this Agreement;
- (c) to substitute for temporary employees in those projects historically performed by temporaries.

Article 2 – CHECKOFF

1. Upon a regular employee's voluntary written request, the Employer shall deduct such an employee's union dues, and/or assessments, according to a certified schedule to be furnished by the News Media Guild from time to time, from his/her salary account, unless such authorization is revoked in writing by the employee.

2. Such sums shall be paid to the Secretary-Treasurer of the Guild on or before the end of the month in which the deductions are made.

3. All previous voluntary written requests referred to in Section 1 shall remain in force until revoked under their terms or until superseded by the following form, to be supplied by the Guild.

Such request shall be made to the Treasurer of the Employer on the following form, to be supplied by the Union:

Treasurer:
The Associated Press

I hereby voluntarily request and authorize The Associated Press to deduct from my salary account for the first payroll in each calendar month a sum equal to my regular Guild dues, as certified by the Guild Treasurer to The Associated Press.

I further authorize The Associated Press to deduct from my salary account from time to time whatever sums are certified by the Guild Treasurer to The Associated Press as my regular assessments. Such sums are to be paid to the Treasurer of the Guild not later than the end of the month in which the deduction has been made.

I further agree and direct that, except as provided below, this assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year from the date appearing below or until the termination of the Collective Bargaining Agreement between the Employer and the Guild, whichever occurs sooner.

I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each from the date appearing below or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

I further agree that should I experience a break in service with The Associated Press that does not exceed 12 months, this assignment and authorization shall remain in effect for up to 12 months during any break in service and the deductions shall resume with the first period after my re-employment.

This assignment and authorization supersedes all previous assignments and authorization heretofore given by me in relation to my Union membership dues.

Employee's Signature _____

Bureau or Department _____

Date _____

4. The Guild agrees to indemnify and hold the Employer harmless against any and all claims, losses, and liability for or on account of any employee salary deductions remitted to the Guild pursuant to the terms of this Article.

Article 3 – PAYROLL INFORMATION

1. The Employer agrees to furnish to the Guild the following information and payroll data for employees within Guild jurisdiction solely for use in collective bargaining between the Employer and the Guild.

2. The Employer shall provide the Guild monthly, within 15 days of the month in which the information became effective, with the following information:

(a) For new hires: name, sex, birthday, address, Social Security number, date of employment, classification, department, starting salary, economic differential, experience rating and experience anniversary date.

(b) For deletions: The information in (a) above and the reason for deletion.

(c) For transfers: The effective date and bureau or department transferred to and from, salary and economic differential and any change of status.

(d) In the case of part-time employees the initial report will include the number of hours assigned.

(e) For rehires: The information in (a) above plus the location of previous employment, the date removed from payroll, and the dates of the applicable probationary period as provided for in Article 6 (Job Security), Section 4 for former regular employees or as it applies under Article 20 (Temporary Employees), Section 3.

(f) Merit increases granted, name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

3. Up to thrice annually, upon request the Employer will provide a list of employees exempt from the hours and overtime provisions of Article 19 (Hours, Overtime and Work Schedules) with name, bureau, department, classification and reason for exemption. The

Employer also shall supply the Guild annually, on request, a list of employees grouped by bureau and by department.

4. Up to thrice annually, upon Guild request and in a format specified by the Guild, where practical, the Employer will supply the Guild with a payroll list of employees covered in the unit and grouped by classification, and identified by bureau and department. This list will use names, date of birth and include minority grouping, service entry date, full years of service, experience anniversary date, weekly salary, date and amount of last merit increase and any broadcast fees. In the case of commission employees, the list will include the average weekly earnings from commission and guarantees. Also, at the same time, the Employer shall furnish a participation status report (showing the total number of participating employees) on the health, contributory group life and pension plans. By July 15 of each year, the AP will provide to the Guild a numerical breakdown of women, blacks, Hispanics, Asians, Native Americans, disabled persons and Vietnam Era veterans of the bargaining unit to the best of AP's knowledge.

5. The Employer shall supply the Guild no later than each June 1 the following information with respect to the Revised Retirement Plan for employees of The Associated Press represented by the Guild:

- (a) A list of all pensioners in the plan as of the preceding January 1. Such list shall include the date of birth, date of retirement, length of service and amount of benefit.
- (b) A list of "inactives" in the plan.
- (c) The annual valuation of the plan as prepared by the actuary.

Article 4 – GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application of this Agreement or affecting the relations of the employee and the Employer.

2. Grievance procedure shall be initiated at the chief of bureau or department head level, where every reasonable effort shall be made to resolve the differences, except that grievances concerning a dismissal or alleged violation of Article 6, Section 3 of this contract may be taken directly to the national level. The grievance must be submitted in writing to the Employer within 90 calendar days of the occurrence of the event complained of, or in the case of a suspension, within 90 calendar days after written notice of the suspension is delivered to the Guild office in New York. A copy of the letter of suspension shall be sent to the Guild office within 14 days. Provisions of this article and Article 5 shall not apply on any grievance submitted more than 90 calendar days after the

occurrence of the event complained of. The Guild agrees to inform the Employer in advance of the nature of the grievance.

This information, to be supplied in writing, shall include pertinent details of the grievance, such as the names of the employees involved, the dates and, in cases of claimed contract violations, the article or articles on which the grievance is based. Once the grievance notification has been given, the grievance shall be settled only through grievance procedure set forth in this article or Article 5; however, only disputes in which it is claimed that an article or articles of this Agreement have been violated may be submitted to arbitration.

(a) In cases of grievances involving claims of continuing violations, the remedy period shall be limited to 90 days prior to the filing of the grievance.

3. The Employer agrees to meet with the committee within five calendar days after request for such meeting is received in writing as provided in Section 2 above. A maximum of two members of the grievance committee shall be given time off for such meetings, or more if by mutual agreement. If the Employer denies the grievance at the local level, the Guild shall be notified in writing within five calendar days of the last local meeting.

4. The Employer agrees to meet with Guild representatives at the national level on any grievance not settled after reasonable effort at the local level, provided, however, that such request for a meeting at the national level must be made within 45 calendar days of the written denial at the local level. Every reasonable effort shall be made to resolve the differences. No grievance may proceed to arbitration under this article or Article 5 without a national grievance meeting and, further, provisions of this article and Article 5 shall not apply on any grievance submitted at the national level more than 45 calendar days after the written denial at the local level. The Employer agrees to meet with Guild representatives at the national level within five calendar days after written notice to the Employer stating the nature of the grievance, unless this time is extended by mutual consent. A maximum of three members of the grievance committee shall be given time off for such meetings. If the Employer denies the grievance at the national level, the Guild shall be notified in writing within five calendar days after the last national level meeting on the dispute.

Article 5 – ARBITRATION

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 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.

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.

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 his/her duties, or where discharge is self-provoked for purposes of

collecting dismissal indemnity. In the latter specified instances oral 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 Articles 25 (Military Service) and 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. There shall be no discharge of or other discrimination against any employee because of his/her 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, race, creed, color, national origin, disability or status as a Vietnam Era veteran to the extent prescribed by law. The AP prohibits discrimination in employment on the basis of an employee's sexual orientation to the extent prescribed by the New York City Administrative Code.

4. 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 his/her 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 his/her 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 lifting 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. The Employer shall give regular employees displaced by the transfer of a particular function of a bureau or department the option of accepting a transfer with the function to another business location or accepting dismissal indemnity in lieu of a transfer. In case of the cessation of functions of a bureau or department, the Employer shall offer transfers to the regular employees affected or, if unable to do so, shall reduce the force, in accordance with Section 6. Should the employee decline a transfer or be released by reduction of force he/she shall receive dismissal indemnity/severance as provided for in Article 7. Acceptance of dismissal indemnity/severance by an employee under either of the conditions set forth above shall be entered on the records as a layoff.

6. When used in this Agreement, the term "seniority" means Company-wide length of service since an employee's most recent date of hire. In the event of a reduction in force in a bureau, department or business location, the Employer will weigh an employee's seniority, as well as his/her

qualifications and skills, in accordance with the provisions of this Section in order to determine which employee(s) will be laid off.

a) In the event that the Employer determines that a reduction in staff is necessary and that its operating circumstances enable it to accomplish all or a portion of the necessary reductions in a bureau (which includes its outpost locations, e.g. the Pentagon for the WDC Bureau and State House offices in the same business location as the control bureau), correspondence, department or business location (which includes all locations within the same city) 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 in the affected bureau, correspondence, department or 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) Each volunteer accepted under this process will receive dismissal indemnity/severance as provided in Article 7, provided he/she executes and does not subsequently revoke a resignation agreement and general release of claims, which will include a waiver of any recall, re-employment or other rights that he/she otherwise may be entitled to under this Agreement.

b) If vacant positions are available 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 has the skills and qualifications necessary to perform the work required for the position. The Company shall provide such employees with reasonable advance notice of all vacant positions in the affected classification through its electronic job posting system. If an employee accepts a transfer to a vacant position for which he/she is qualified, then the Company will reimburse the employee's transportation and relocation expenses in accordance with Article 9, Section 2. If an employee declines a transfer to a vacant position for which he/she is qualified, then the employee may exercise his/her rights under the following provisions of this Article.

c) 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:

(i) The Company will select for layoff the least senior employee(s) in the affected classification(s) within the affected bureau, correspondence, 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.

(ii) If the Company has not previously provided a more senior employee a training opportunity to perform the remaining work in his/her bureau, correspondence, department or business location then the Employer will provide all such 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.

d) In implementing this provision, the phrase “bureau, correspondence, department or business location” shall include all bureau, correspondence, regional desk, department, and vertical positions in that business location.

In order to determine whether a more senior employee in a classification has the skills and qualifications necessary to perform the remaining work in the affected bureau, correspondence, department or business location, the Employer will utilize a process as follows:

(i) If a more senior employee has AP experience as a general newsperson, then he/she will be deemed to have the skills and qualifications to perform remaining work as a general newsperson. Beat assignments within bureaus, but not national beat assignments, shall be deemed general newsperson work throughout this Article;

(ii) If a more senior employee has AP experience as both a general newsperson and as a newsperson in a “vertical” focusing on business, sports or entertainment (or any vertical created subsequent to the effective date of this Agreement), then he/she will be deemed to have the skills and qualifications necessary to perform remaining work as a general newsperson or in the vertical in which he/she has prior experience;

(iii) If a more senior employee has experience as a general newsperson for a prior employer for which AP has granted credit under Article 14, Sections 1 or 2, he/she will be deemed to have the skills and qualifications necessary to perform remaining work as a general newsperson;

(iv) If a more senior employee has AP experience solely in a vertical, then the Employer agrees to offer that employee a trial period of four (4) weeks in which, subject to the limitations and conditions explained below, he/she will have the opportunity to demonstrate that he/she has the qualifications and skills necessary to perform remaining work as a general newsperson;

(v) If a more senior employee has AP experience solely as a general newsperson but has demonstrable experience as a newsperson who focused on business, sports or entertainment for a prior employer, then the Employer agrees to offer that employee a trial period of four (4) weeks in which, subject to the limitations and conditions explained below, he/she will

have the opportunity to demonstrate that he/she has the qualifications and skills necessary to perform remaining work as a newsperson in the specific focused news area in which he/she has prior demonstrable experience;

(vi) If a more senior employee has AP experience primarily as a general newsperson but has some demonstrable prior AP experience in business, sports or entertainment, then the Employer agrees to offer that employee a trial period of four (4) weeks in which, subject to the limitations and conditions explained below, he/she will have the opportunity to demonstrate that he/she has the qualifications and skills necessary to perform remaining work as a newsperson in the specific focused news area in which he/she has demonstrable prior AP experience; and

(vii) During any trial period, the Employer shall articulate in writing its reasonable expectations regarding the available work. The Employer will also provide employees with reasonable and sufficient opportunities to demonstrate the skills and qualifications necessary to perform the remaining work, including reasonable orientation, instruction, oversight, access to resources and equipment, and prompt feedback regarding the work performed.

(viii) If a more senior employee in an affected bureau, department or business location, is not deemed to have the necessary skills and qualifications under Sections (i), (ii), or (iii) above, and does not qualify for a trial period as described above, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7.

e) If a more senior employee declines to accept work for which he/she is deemed qualified under Sections c) and d) above or, at any time during a training or trial period, elects to discontinue the process, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7. Provided that the Employer has complied with the requirements of this Section, including but not limited to all requirements regarding the training and/or trial period, then the Employer shall have the sole discretion to determine whether an employee has successfully completed the training or trial period, and that determination will be based solely on AP's reasonable evaluation of the employee's skills and qualifications necessary to perform the required work and shall not be based on any other considerations. If the Employer determines that the employee did not successfully complete the training or trial period in accordance with this Section, then he/she will be laid off and receive dismissal indemnity/severance as provided in Article 7.

(f) If the more senior employee successfully completes the required training or trial 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, correspondence, department or business location will be given the right to transfer into vacant positions in accordance with all of the provisions of sub-section (b) 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.

g) The Employer agrees that the supervision, oversight, instruction and/or orientation of any employee offered a training opportunity or a trial period in accordance with this Section 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.

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

7. Employees laid off under Sections 5 and 6 of this Article shall have their names placed for eighteen (18) months on a preferential list for re-employment in the particular bureau, department or business location concerned and shall be re-employed if a vacancy occurs in the same bureau, correspondence, department or business location during that period. Seniority shall be retained throughout the 18-month period during which the employee is eligible for re-employment and shall prevail on re-employment where employees are qualified for the available work. If an employee declines an offer of re-employment at his/her prior business location or fails to report to his/her prior business location within thirty (30) days after written notice of a re-employment offer is mailed to the employee's last address provided to the Employer, then he/she shall be removed from the recall list and the Employer shall have no further obligation to recall or re-employ any such employee. If an employee declines an offer of re-employment to a different business location than the one in which he/she worked prior to layoff, then he/she will remain eligible for re-employment and/or recall only to his prior business location and will not be eligible for vacancies that may arise subsequently in any other business location. If an employee accepts an offer of re-employment to a business location other than the one in which he/she worked prior to layoff, then the Company will reimburse the employee's transportation and relocation expenses in accordance with Article 9, Section 2. If an employee is not re-employed within eighteen (18) months of his/her layoff, then his/her seniority shall terminate and he/she will have no further seniority or re-employment rights.

8. 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. 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 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 \$4,000 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.

9. The Employer shall furnish employees a 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 employee shall be entitled to file a response, which the Employer shall place in his/her personnel file. Upon request, each employee shall receive an assessment of his/her 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 a copy of the written annual appraisal to be placed in his/her personnel file, and shall have the right to have a written response entered with it.

10. Editorial assistants, photo assistants and graphics assistants shall not be hired to replace newsmen, photo editors, photographers or artists.

Article 7 – DISMISSAL INDEMNITY/SEVERANCE

1. Except as noted in this article, dismissal indemnity shall be paid to any employee who has completed the trial period and who is discharged, in addition to four weeks' notice of discharge, provided the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

2. Except as noted herein, dismissal indemnity shall be paid in a lump sum at the rate of two weeks' of pay for the first six months of service, plus one week's pay for each subsequent full six months of continuous service up to a maximum of 72 weeks' pay for 426 months or more of continuous service. Employees who are terminated for poor performance will be paid dismissal indemnity in a lump sum at the rate of one (1) week's pay for each full 12 months of continuous service up to a maximum of 36 weeks' pay for 426 months or more of continuous service with the Employer.

3. Indemnity shall be based on the highest regular weekly salary received by the employee during his/her last continuous employment with the Employer.

4. Dismissal indemnity need not be paid to any employee discharged for 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.

5. Employees who are terminated due to staff reductions at a new or merged business within 24 months of an entity's acquisition by the Employer will be paid dismissal indemnity in a lump sum at the rate of one week's pay for each full 12 months of continuous service with the Employer up to a maximum of two (2) weeks pay. Except for those employees who are terminated within 24 months of an entity's acquisition by

the Employer, anyone covered by this Agreement shall receive dismissal indemnity according to the schedule contained in Section 2 of this article if they are affected by a staff reduction. In addition, they shall receive a severance payment based on the following schedule: two weeks' pay for employees with less than five years of service; four weeks' pay for those with five or more but less than 10 years of service; six weeks' pay for those of 10 years or more but less than 15 years of service; and eight weeks' pay for those of 15 years or more of service. In the case of an employee who worked for another entity at the time it was acquired by the Employer, service time and severance/dismissal pay eligibility shall be determined in accordance with the terms of the buy/sell agreement. But in no case shall the Employer pay any severance under this schedule unless the employee actually is separated from the Employer's service and the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

6. In the event of death before retirement, the Employer shall pay to a designated beneficiary, or the employee's estate if no beneficiary has been designated, an amount equal to the dismissal indemnity to which the employee would have been entitled on termination by the Employer at time of death, provided, however, that no such payment shall exceed \$7,500. The Employer may, however, deduct from the aforesaid amount the proceeds of any group life or casualty insurance to which the employee was entitled by reason of employment with the Employer.

Article 8 – NORMAL WORK

1. The Employer shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer will take cognizance that additional duties imposed on employees will limit their ability to perform the amount of work previously done.

2. Should the Employer create a new job category or new job duty within the Guild's jurisdiction, the Employer shall notify the Guild and the parties shall negotiate a new minimum compensation. If agreement on minimum compensation cannot be reached, the controversy shall be submitted to final and binding arbitration under the procedure set forth in Article 4 (Grievance Procedure) and Article 5 (Arbitration). A change in the method of operation shall not be considered a new job duty unless such change materially alters the job function. It is recognized that the normal work of wage classification "A" employees covered by this Agreement requires newsgathering and newsreporting in all media formats, which does not materially alter job functions or require additional compensation. Nothing in this Agreement shall preclude the Employer from adopting technological advances in newsgathering, production, and/or distribution and such changes do not constitute new job categories or new job duties.

Article 9 – TRANSFERS

1. The policy of the Employer is to meet the needs of the service and, wherever possible, to provide wider opportunities for employees. Employees desiring transfer opportunities should make known their wishes in writing to their chiefs of bureau or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit. Transfers to other bureau cities shall be made only by mutual consent of the Employer and the employee, and no employee shall be penalized for refusing to accept a transfer, except as specified in Article 6 (Job Security).

2. The Employer shall pay the transportation expenses of the employee, the employee's spouse, dependent children, same-sex domestic partner as defined under the eligibility requirement for the company health plan and other dependents living in the employee's household at the time the transfer is offered, the transfer of the employee's household goods and effects, the total not to exceed an amount estimated by the employee and approved by the Employer in advance. The Employer also shall pay living expenses of the employee and aforesaid dependents until the employee finds adequate housing. Settling shall be done as expeditiously as possible, but in no case shall the Employer be required to pay living expenses for more than four weeks. Consideration shall be given by the Employer to those cases in which the need for living expenses exceeds four weeks.

3. In the case of a transfer, or under other circumstances when approved by the Employer, the Employer will pay expenses for one round trip of the transferring employee to the employee's former home as part of the settling agreement. If more than one such trip is required for settling, the Employer shall extend consideration to the affected employee for expenses incurred in the additional trips.

4. There shall be no reduction in salary because of a transfer, unless an employee exercises his/her option under Article 6, Section 2. However, an employee transferring to another bureau city shall receive the economic differential applicable to the city to which he/she is transferred; the employee will be informed in writing before the transfer of any change in the differential. No employee may agree to terms less than those provided by this Agreement.

5. The Employer shall not be bound by Section 2 above when an employee requests a transfer for personal reasons and the Guild office in New York will be advised of any transfers made under this provision. A written request for transfer filed with the Employer as outlined in Section 1 of this article shall not of itself be considered a transfer request for personal reasons.

Article 10 – ADVANCEMENT OPPORTUNITIES

1. (a) With the exception of senior management positions, notices for all employment opportunities, whether or not covered by this Agreement, shall be posted by the Employer electronically. These notices shall provide employees two weeks from the transmittal date to make application for the positions, except on those rare occasions when AP needs to fill a particular vacancy more rapidly, in which case the Employer shall notify the Guild in writing.

(b) Employees desiring transfer opportunities should make known their wishes, in writing, to their chiefs of bureau or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit, as provided in Article 9 (Transfers). In such cases, the employee may also forward a copy to the chief of bureau or department head in the location to which the employee seeks a transfer.

(c) The notices required by all subsections of this Section 1 that are required to be posted in New York City shall be posted on one centrally located bulletin board for the convenience of employees.

(d) The Employer shall retain the exclusive right to determine who shall fill any vacancy, subject to any applicable provisions of this article.

(e) No employee shall be penalized for refusing to accept a promotion, except as specified in Article 6 (Job Security).

2. (a) For openings in the Class A classification, preference over new applicants shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform, with the Employer being the sole judge of the employees' ability.

(b) In all other classifications covered by this Agreement, preference shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform. In selecting employees for advancement, the Employer will give preference to length of service.

(c) Nothing herein is intended to exclude other Associated Press employees from consideration.

3. Employees desiring an opportunity to advance to the Class A or Class G classifications may be given tryouts as specified below:

(a) If the tryout occurs because of a vacancy on the regular news staff, the tryout period will not exceed six months, with the employee receiving performance appraisals after two and four months. In the event such employee proves able to perform such duties regularly, he/she shall be given the proper classification on a

regular basis. If unable, he/she shall revert to the old classification and duties without loss of benefits to which he/she might be entitled.

(b) If the tryout occurs because of a temporary vacancy or project (such as vacation relief, legislative relief, disability relief or a leave of absence), the tryout period will not exceed nine months, with the employee receiving performance appraisals after three and six months. At the conclusion of such a temporary assignment, before the employee's return to the old classification, he/she will be provided with an appraisal of the work in the higher classification.

4. Employees desiring an opportunity to advance to classifications other than those specified in Section 3 above may be given tryouts for a period of three months, and will be given performance appraisals after one and two months.

5. The salary during such trial periods shall not be less than the employees' wages for their present classification, or the starting minimum in the new classification, whichever is higher.

6. The Employer shall not be required to pay higher classification pay rates to any employees who voluntarily do Class A work for the purpose of advancing themselves, provided that:

(a) They do not displace another regular employee;

(b) They are not scheduled regularly for such volunteer work;

(c) They perform the news work within their regular working hours;

(d) The volunteer work is not continued beyond a six-month period without agreement by the parties to this contract.

7. Reassignment of an employee to higher classification work shall not be deemed a work schedule change calling for penalty payment under the provisions of Article 19 of this Agreement.

Article 11– WAGE MINIMA

The Employer agrees to establish the following weekly minimum rates in the following classifications effective March 2, 2009:

<p>A (1) Newspersons, Photographers, Artists, Cartoonists and Retouchers (hired before 12/21/05)</p>

Years of Experience	3/2/2009
In the 4th year	\$882.51
In the 5th year	\$1004.95
In the 6th Year	\$1193.40

A (2) Newspersons, Photographers, Artists, Cartoonists and Retouchers (hired on or after 12/21/05)	
Years of Experience	3/2/2009
To Start	\$759.40
In the 2nd year	\$835.34
In the 4th year	\$960.10
In the 6th year	\$1193.40

B Photo Printers	
Years of Experience	3/2/2009
To Start	\$760.21
In the 2nd year	\$855.32
In the 3rd year	\$901.66
In the 4th year	\$1026.42
In the 5th year	\$1172.56

C Messengers	
Years of Experience	3/2/2009
To Start	\$644.97
In the 2nd year	\$720.33

D Programmers	
Years of Experience	3/2/2009
To Start	\$711.18
In the 2nd year	\$772.83
In the 3rd year	\$812.22
In the 4th year	\$882.51
In the 5th year	\$1,004.96
In the 6th year	\$1,193.40

E	
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Computer Maintenance Controllers and Tabulators	
Years of Experience	3/2/2009
To Start	\$722.16
In the 2nd year	\$897.64

F Telephone Operators, Stenographers and Receptionists	
Years of Experience	3/2/2009
To Start	\$628.75
In the 2nd year	\$659.54
In the 3rd year	\$673.81
In the 4th year	\$716.79

G Editorial, Photo and Graphic Assistants; Information Specialists, Photo and Video Librarians	
Years of Experience	3/2/2009
To Start	\$643.02
In the 2nd year	\$698.02
In the 3rd year	\$746.49
In the 4th year	\$779.96
In the 5th year	\$833.98
In the 6th Year	\$919.16
Head Information Specialist	\$1,014.71
Head Photo and Video Librarian	
Asst. Photo and Video Librarian	\$929.65

H New Dictationists	
Years of Experience	3/2/2009
To Start	\$642.90
In the 2nd year	\$719.36
In the 3rd year	\$767.64
In the 4th year	\$798.07

I Picture Dispatchers	
Years of Experience	3/2/2009

To Start	\$593.32
In the 2nd year	\$659.18
In the 3rd year	\$720.33
Chief Picture Dispatcher	\$749.90

J Clerks	
Years of Experience	3/2/2009
To Start	\$595.21
In the 2nd year	\$660.52

K Production Assistants	
Years of Experience	3/2/2009
To Start	\$623.63
In the 2nd year	\$686.31

L Office Assistants	
Years of Experience	3/2/2009
To Start	\$562.22
In the 2nd year	\$591.43
Head Office Assistants*	\$672.40
*in cities where more than one office assistant is employed.	

M Audit and Payroll Clerks and Assistant Bookkeepers	
Years of Experience	3/2/2009
To Start	\$609.60
In the 2nd year	\$646.13
In the 3rd year	\$731.49

N Keypunch Operators, Equipment Records Clerks and Stock Clerks	
Years of Experience	3/2/2009

To Start	\$626.00
In the 2nd year	\$675.76
In the 3rd year	\$725.94

O	
Bookkeepers	
Years of Experience	3/2/2009
To Start	\$644.97
In the 2nd year	\$721.00
In the 3rd year	\$774.29

P	
Assistant Cashiers, Assistant Paymaster, Accountants and Foreign Disbursement Auditors	
Years of Experience	3/2/2009
To Start	\$743.50
In the 2nd year	\$804.17
In the 3rd year	\$849.11
In the 4th year	\$967.39

Q	
Sales Correspondents (New York City Images Department only)	
Years of Experience	3/2/2009
To Start	\$628.32
In the 2nd year	\$729.29
In the 3rd year	\$772.04

Any employee who performs work as a multimedia specialist shall receive 15 percent per week above the appropriate Class A wage minima and economic differential.

R

Economic Differentials

Following is a list of bureau and correspondence cities where economic differentials shall be paid to employees in A and D pay classifications, or in G pay classifications, only and shall be included in computations for all benefits provided under this Agreement, regardless of whether the individual benefit is to be based on “pay,” “salary,” “base pay,” “base salary,” “regular salary,” or any other word or group of words meaning a sum of money given as compensation for employment.

Class A: New York, Washington, Washington AP Radio/Broadcast News and Washington/NYC APTN operations, Anchorage, Berkeley, Boston, Chicago, College Park (Md.), Elgin, Garden City, Honolulu, Juneau, Los Angeles, McLean (Va.), San Diego, San Francisco, San Jose, Springfield (VA), White Plains.

Cities	Wage Classifications A and D	Wage Classification G
Class A	3/2/2009	3/2/2009
	\$137.70	\$42.33

Article 12 – BROADCAST NEWS CENTER

A

Talent Differentials for AP Radio/Broadcast News Personnel

At least 12 members of The Associated Press Radio/Broadcast News staff shall be paid a talent differential equal to 15 percent of their weekly base salary. Each of the 12 or more employees shall be selected by the Employer at its sole discretion, and the Employer may discontinue the differential for any such staffer at its sole discretion.

B

APTN Scheduling

1. APTN employees who are regularly assigned to go to the scene of a story and whose weekly salaries are at least seven and one-half (7.5) percent above their appropriate wage minima shall be exempt from the scheduling start times and penalties for schedule changes.

- (a) Schedules shall be posted on Friday, sixteen (16) days preceding the week for which they apply, without penalty. The Employer will pay four hours at the overtime rate to each affected employee for each day until a late schedule is posted.
- (b) Days off shall be scheduled and are subject to provisions of Article 19, Section 6.
- (c) No employee shall be scheduled for more than seven (7) consecutive days of work.
- (d) The Employer shall make every effort to minimize the effect of changed schedules on any single employee.

(e) Should assignments deprive a staffer of adequate rest intervals before time for their next assignment, they shall be provided reasonable latitude in reporting to work, subject to the approval of the chief of bureau or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstance shall be made.

Article 13 – GENERAL INCREASE

Employees on the Employer's payroll on March 2, 2009 shall receive a 2 percent increase to their regular weekly salaries.

On December 1, 2009, The Associated Press agrees to pay a one-time lump sum of five hundred dollars (\$500.00) to each full-time employee in both the editorial and technology bargaining units, provided said employee is either actively employed, on a paid leave or on an approved unpaid leave of absence as of that date. Said amount shall be pro-rated for part-time employees based upon actual time worked during the year December 1, 2008 through November 30, 2009. This one-time lump sum payment shall not be added to an employee's base compensation and shall not be included in any calculation of payments that are due or may be due to employees under the collective bargaining agreements for wages, overtime or any form of premium pay or paid time off.

Article 14 – GENERAL WAGE PROVISIONS

1. Credit in the foregoing classifications, unless otherwise specified, shall be given for equivalent experience acquired in full-time or regular part-time work in each of the classifications specified in the contract. In the classifications of audit clerk and payroll clerk, general office experience (typing, filing and/or computing) shall not, in and of itself, be considered equivalent experience for granting credit in these classifications.
2. In the classification of newsmen and photographers, credit shall be given for experience as a full-time or regular part-time employee of a national press association, news or photo syndicate, daily English-language newspaper, major national weekly news magazine, news Web site affiliated with another media outlet or as a standalone organization, or radio network or television network newsroom, as a bona fide reporter, news writer, editor, Web producer, news artist or photographer, as distinguished from part-time stringer work or any work such as editorial assistant, clerk or photographer's helper, which may be related to news or photographic assignments but are not genuine full-time or regular part-time assignments in these classifications. Such credit also shall be given for full-time or regular part-time reporting or news writing on an individual

radio or television station or news Web site. Such credit also shall be given for full-time paid internships at the news organizations listed herein. Such credit also shall be given for regularly assigned and full-time work as a newsperson or photographer for The Associated Press or other major international news organizations abroad. For those working as photo editors, such credit also shall be given for full-time or regular part-time photo editing for photo agencies, Web sites or magazines. In the case of employees assigned to Spanish-language assignments, full-time or regular part-time news experience on Spanish-language daily newspapers, broadcast stations, Web sites or networks, national press associations or major news magazines shall be fully credited under this article.

(a) Experience credit shall not be given for work performed for a college or university newspaper, news station or any other media outlet.

3. Any employee who performs work in more than one classification shall receive the rate of pay of the higher classification for the time worked in such classification, except as modified by Article 10 (Advancement Opportunities). It is agreed that the compensation shall be at least \$15.00 per week more than the salary for the lower classification if an employee is assigned to perform one-fifth (1/5) or more of the regular full-time weekly schedule in a higher classification in the same week. A day's experience in the higher classification shall be credited for any part of a day worked therein. Any overtime worked in the higher classification shall be compensated at the overtime rate of the higher classification.

4. An employee hired at or advanced to a salary above the minimum for his/her classification experience after the date of the signing of this Agreement shall be credited automatically with an experience equal to or nearest the rating to which his/her salary applies.

5. Employees promoted to the Employer's news or photo staff shall be given credit for experience in the latter classifications at the rate of six months for every year worked as a news dictationist, editorial assistant, photo assistant, graphics assistant, office assistant, information specialist or photo librarian.

Article 15 – SUPERVISORY DIFFERENTIALS

Effective with the start of the work week immediately following ratification of the successor collective bargaining agreement, all editorial unit employees who received a supervisory differential pursuant to Article 15 of the Editorial Unit agreement for any period in the prior 24 months shall have the amount of \$35 added to their base weekly salary. Thereafter, no employee shall receive an additional differential for the performance of supervisory shift work, and Article 15, Supervisory Differential, shall be deleted from the successor collective bargaining agreement.

Article 16 – INDIVIDUAL BARGAINING

1. It is the established policy of the Employer to grant salary increases to employees on the basis of individual performance and merit. Such policy may be continued and the Guild will limit its consultation thereon to verifying (a) the number and (b) the frequency of such increases. Distribution of individual increases during the term of this Agreement will conform to the normal practice of the Employer. It is the normal practice of the Employer to review the performance of each employee at least once during a year. The Employer will supply the Guild with lists of merit increases to be granted, such lists to contain the name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.
2. Any employee represented by the Guild may bargain individually with the Employer as to the employee's hours, wages and working conditions except that he/she may not bargain for terms less than those provided herein.

Article 17 – NIGHT AND SUNDAY DIFFERENTIAL

1. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on at least four nights a week shall receive a weekly night differential of \$30.43 if their salaries are less than \$50 weekly, or \$36.76 if their salaries are \$50 weekly or more.
2. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on three or fewer nights a week shall receive one-fourth of the full weekly night differential for each such daily trick.
3. Employees regularly assigned to work at any time between 3 a.m. and 6 a.m. (local time) shall receive an additional payment of \$9.79 for each such daily trick but shall receive the full weekly overnight differential of \$39.30 if they work two or more early tricks.
4. Employees regularly assigned and required to work on Sunday and whose Sunday trick begins after 6 a.m. and ends before 7 p.m. (local time) and who are not already receiving a night differential under Section 1 above, shall receive a Sunday differential equivalent to the daily night differential formula in Section 2 of this article.
5. There shall be no deduction of night differential or Sunday differential for holidays off, sick leave, vacations or joint contributions to the Employer's voluntary pension plan.

6. The foregoing schedule of payments does not apply to employees exempted by Article 19 (Hours, Overtime and Work Schedules), Section 11, (a), (b) and (c).

Article 18 – EXPENSES

1. The Employer shall pay expenses incurred by an employee in the course of the employee's work when the Employer has authorized such expenses. Such authorized expenses shall include transportation, if required.

2. For the authorized use of an employee's automobile, the Employer agrees to pay:

(a) The established IRS rate when the employee is authorized to use his/her automobile, but not less than \$12.50 per day. Effective December 1, 2009, the daily rate shall increase to \$15.00.

(b) A weekly allowance to photographers, videographers or video journalists who use their own cars in their work, as opposed to a car leased by the Employer, such allowance being at least five times the daily allowance in Section 2 (a) of this article. The mileage reimbursement outlined in Section 2 (a) of this article shall apply to 50 miles a week for employees on such an allowance for making their automobiles available. Thereafter, the mileage reimbursement shall apply only after the employee receiving the weekly allowance drives on assignment more than 125 miles in a workweek.

(c) Necessary parking fees where free parking is not available at the place of authorized car use.

(d) Any photographer, videographer or video journalist receiving the weekly allowance specified in (b) shall not receive such minimum during weeks in which he/she is on out-of-town assignments for the entire week and does not use his/her personal car.

(e) Any photographer, videographer or video journalist who agrees to make his/her personal automobile available for business use and who receives the weekly allowance specified in (b) will be reimbursed for the actual additional cost of the premium needed to insure his/her automobile at the business use rate rather than at the personal pleasure use rate, up to an annual maximum of six hundred dollars (\$600). A photographer, videographer or video journalist must provide one (1) week's advance written notice of a decision to cease business use of his/her automobile and must reimburse the Employer for the business use premium for any period of non-utilization of not less than one (1) week. Employees will provide one (1) week's advance written notice of an intention to resume business use of a personal vehicle.

3. The Employer agrees to notify any affected employees 90 days in advance if a company vehicle is to be supplied for the employee's use. If an Employee is assigned a company vehicle on a regular basis, the Employer agrees to provide six months' written notice to the affected employee when the vehicle is to be withdrawn. If it is not possible to give the full six months' written notice, then in lieu of notice, the Employer will pay the Employee \$100 a month up to a maximum of \$600. The Employer will reimburse employees promptly for damage sustained by employee-owned vehicles in connection with assigned coverage of civil disorders, riots and insurrections. Other accidental damage to the employee's automobile while on company business, not reimbursed by insurance, will be reimbursed up to \$750. All other accidental damage to employee's personal property while on company business will be considered on a case basis.

4. The Employer agrees to carry Business Travel Accident insurance coverage with a death benefit of \$200,000 for employees who are on assignments. An employee will be reimbursed a maximum of \$5.00 to cover insurance the employee buys on a scheduled passenger airplane flight for business purposes. The employee shall present paid vouchers covering this expense.

5. The AP will replace damaged or stolen cell phones, cameras, laptops and/or digital recorders of Guild employees if the damage or theft occurred during the course of work for the AP and if the equipment was required for the assignment. Employees should use AP equipment instead of personal equipment whenever such equipment is available. (If the employee chooses to use their own equipment when AP equipment is available the damage or theft is not covered.)

Article 19 – HOURS, OVERTIME AND WORK SCHEDULES

1. Employees compensated under Article 11-A (newspersons, photographers, artists, cartoonists and retouchers) and scheduled to work between the hours of 6 a.m. and 7 p.m. (local time) shall have a normal workweek of forty (40) hours. The normal workday for such employees shall be eight (8) hours within nine (9) consecutive hours. Such employees assigned and required to work on Sunday shall have a normal workday of seven and one-half (7½) hours within eight (8) hours of the day.

2. The normal workweek for all employees except those noted in Section 1 of this Article shall not exceed thirty-seven and one-half (37½) hours within any five (5) days of the week, whether consecutive or not.

3. The normal workday for all employees except those noted in Section 1 of this Article shall be seven and one-half (7½) hours within eight and one-half (8½) hours. Time worked in excess of seven and one-half (7½) hours but not more than eight (8) hours in any day shall be compensated for at straight time in cash. All time worked in excess of

eight (8) hours in any day and forty (40) hours in any week shall be compensated for at time and one-half in cash, including such differentials as may be paid to the employee. The only exception to the foregoing is specified in Section 10 below.

(a) Employer agrees to equitably offer and distribute open shifts among available employees doing the same or comparable work. An employee's refusal of or failure to respond to such an offer will be considered a shift worked for the purpose of determining equitable distribution.

4. For the purpose of this Article, a day off is defined as a minimum of twenty-four (24) hours, except where an employee's days off are split, in which case the minimum shall be defined as twenty-seven (27) hours.

(a) All employees shall be granted a meal break within one hour of the midpoint of the employee's shift, at the employee's option.

5. Any employee recalled to duty shall receive not less than four (4) hours at the overtime rate in cash, in addition to any other overtime worked that day. Any employee who works at his/her work location or a news venue on his/her day off shall receive not less than a full day's pay at the overtime rate. Any employee who performs work on a day off that does not require reporting to his or her work location or a news venue shall receive not less than four (4) hours at the overtime rate in cash. However, part-time employees will receive overtime payment on a pro-rata basis only for time worked when not scheduled. Except when employees are on a day off or on vacation, employees shall work overtime when reasonably requested or required to do so.

6. Work schedules shall be dated and posted electronically or physically on Friday, sixteen (16) days preceding the workweek for which they apply, without penalty. The Employer will pay four (4) hours at the overtime rate to each affected employee for each day until a late schedule is posted. The workweek shall be Monday through Sunday.

(a) After the deadline for the posting of the schedule, changes may be made without penalty as follows: (1) to cover bona fide news emergencies resulting from unforeseeable and extraordinary news developments; (2) to cover staff emergencies arising because of the illness of one member of the staff or subdivision in a bureau or office where fewer than six (6) newsmen are assigned; or (3) to cover staff emergencies arising because of illness of more than one member of the staff or subdivision in a bureau or office where six or more newsmen are assigned; (4) to cover the absence of a newsmen who resigns unexpectedly after a schedule has been posted; (5) to accommodate a request for Guild leave when fewer than sixteen (16) days' notice has been provided by the Guild representative; or (6) to cover the absence of an employee granted compassionate leave (Article 24, Section 7), or an FMLA leave (Article 26, Section 6).

(b) Employees whose posted schedules are changed without the authority provided to the Employer under Section 6(a) herein shall be compensated at the rate of time and

one-half for each day the schedule is changed in addition to any overtime worked during the week.

(c) All schedule changes shall be held to the absolute minimum possible, and in any instance shall involve as few employees as possible. In the event of changes, the appropriate Guild unit representative shall be notified.

7. The Employer agrees to make every effort to maintain a regularity of daily working assignments, to give consecutive days off and to provide reasonable rest intervals between the end of a working day and the start of a new day. A minimum of twelve (12) hours shall be allowed in case of the latter. No employee shall be scheduled for more than two (2) different starting times a week, provided, however, that a variance of one (1) hour in either of the maximum two (2) starting times per week shall not be considered to be three (3) or four (4) starting times, nor shall it be a violation of this Section. However, once the second starting time has been established, there can be no return to the first starting time during the employee's workweek. No employee shall be scheduled for more than seven (7) consecutive days of work. The restrictions herein do not apply during weeks in which there are general elections or statewide primary elections.

8. Schedules shall not be used to punish or harass employees.

9. Time spent in traveling on assignment shall be considered working time in the meaning of this Agreement. Nothing herein shall require the Employer to compensate the employee for sleeping time during travel.

10. Employees whose overtime assignments deprive them of adequate rest intervals before time to meet their next regular schedules shall be allowed reasonable latitude in reporting for the next regularly scheduled starting time, subject to the approval of the chief of bureau, manager or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstances shall be made.

11. The following employees normally shall be on a 40-hour week but shall be exempt from the foregoing hours and overtime provisions:

(a) Through November 30, 2009, newsmen engaged in any of the following out-of-town assignments: presidential campaigns, conventions and trips; coverage of military maneuvers, actions and press pools; full-time coverage of major league baseball spring training, championship fights, national and international golf tournaments and the Kentucky Derby;

On and after December 1, 2009, the foregoing subsection shall be eliminated and newsmen performing such work shall be compensated in accordance with Section 3 of this Article; and

(b) Correspondents who receive at least 10.1 percent above their appropriate wage minima and economic differential and who supervise two newsmen and/or photographers;

(c) Employees who are exempt from the foregoing hours and overtime provisions of this Section shall be compensated for time worked beyond forty (40) hours weekly at straight time in cash or time off by mutual consent. In the absence of agreement, the Employer shall determine whether compensation shall be in cash or time off. Such time off shall be taken by mutual arrangement.

12. The Employer shall cause a record of all overtime to be kept. Such record shall be made available for inspection by the Guild upon request.

13. In determining overtime rates in this Article, the Employer shall include as part of the base salary for the day or week all differentials due the employee for the workweek in which the overtime occurs.

14. Correspondents in one-person locations and photographers, sportswriters, business writers and entertainment writers within bureaus or correspondencies may, by mutual agreement, be exempted from the provisions of Sections 6 and 7 herein. Mutual agreement may be discontinued upon six (6) weeks written notice by either the Employee or Employer. The Employer agrees that the exemptions are intended to give the affected employee broader discretion in setting his/her own working hours and shall not be used to avoid payment of overtime. The Employer recognizes the need for and encourages exempted employees to take consecutive days off and ensure rest intervals of at least 12 hours.

15. The Employer will continue to appoint senior journalists who will be paid a salary of at least two times (2X) the top scale weekly minimum rate, as provided under the Class A scales in Article 11, Wage Minima. Senior Journalists will also be eligible for an annual performance bonus, payable at the Employer's sole discretion.

(a) Senior Journalists will perform work that requires a high degree of creativity and intellectual variety and the regular exercise of independent judgment and which does not conform to a regular work schedule. Accordingly, the Senior Journalist will be paid on a salary basis, which will be compensation for any and all work performed in any workweek. Similarly, these employees will be exempted from this Agreement's provisions on overtime and scheduling, as well as differentials and/or fee schedules that may be applicable to non-exempt work. Senior Journalists shall not be used in place of a non-exempt newsmen to avoid payment of overtime at the time and one-half rate. Senior Journalists will be afforded reasonable time off and the same vacation and holiday benefits as all other employees.

(b) An employee may decline the Employer's offer of Senior Journalist designation without penalty. The Employer and Senior Journalist shall once annually review the designation and either shall have the option to end the designation upon written notice

within forty five (45) days thereafter. Should a personal emergency limit an Employee's ability to fulfill the responsibilities of a Senior Journalist prior to the annual review period, the Employer will reassign the Employee to a non-exempt newspaper position within 45 days of any such request, to the extent permitted by business and operating obligations.

(c) Upon termination of the designation, the employee will be paid at the last wage rate he/she received prior to the Senior Journalist designation, adjusted by any general wage increases that have occurred in the interim, and will return to coverage under the scheduling, overtime and differential provisions of this Agreement. In the case of an Employee hired initially by the Employer as a Senior Journalist, the Employer may discontinue the employee as a Senior Journalist upon written notice within forty five (45) days thereafter. The employee will receive at least top-scale pay and return to coverage under the scheduling, overtime and differential provisions of this Agreement. The Employee may opt to accept dismissal indemnity as provided under Article 7, Dismissal Indemnity/Severance, provided he/she executes a resignation agreement and general release.

Article 20 – TEMPORARY EMPLOYEES

1. A temporary employee is one who is employed on a special project for up to nine (9) months or for the duration of any leave of absence specified in Article 24 (Leaves of Absence) or Article 26 (Sick Leave), the duration of which shall terminate upon the employee's return to work, whichever is longer. The Guild shall be notified in writing as to the nature of such a project and its duration. A temporary assignment can be made up of a combination of vacation, legislative and disability relief assignments provided the duration is not more than nine (9) months and the duration is specified from the start of employment. Upon three weeks' written notice, the Employer may conclude a temporary assignment for a temporary employee employed less than nine months.

2. Except when a temporary employee is retained to cover a parental leave, workers' compensation leave or medical leave for a regular employee, an employee who works as a temporary a total of nine (9) continuous months or more shall be placed for eighteen (18) months on a first-on, first-off preferential list for regular employment. An employee who works several non-continuous temporary stints within the same bureau for a total of 12 months within an 18-month period shall be placed on a first-on, first-off preferential list for regular employment in that bureau. An individual on the preferential list must be qualified to perform the work of the available position. When such an employee is hired for regular employment and will be moving from one city to another, the Employer will reimburse the employee for transportation expenses for all members of his/her household as well as living expenses for one week in the city to which he/she is transferred.

3. Except as provided herein, the first nine (9) months of work as a temporary employee shall fulfill the trial period requirement of Article 6 (Job Security) and the employee shall not be dismissed without just and sufficient cause during the duration of the temporary project. Temporary employees retained to cover a regular employee's parental leave, workers compensation leave or medical disability leave in excess of nine (9) months shall not be deemed to have completed the trial period and will not be entitled to provisions of Article 6, Section 1 (Job Security) and shall remain an employee on trial period for the duration of the assignment. A temporary employee hired for a regular position in a different bureau or department shall undergo a three-month trial period. An employee with a six-month break in service will undergo a minimum six-month trial period. A temporary employee transferred from one city to another city shall receive personal transportation expenses.
4. An employee who has worked as a temporary and becomes a member of the regular staff shall participate in the pension plan after a total of twelve (12) months of employment, regardless of how much of that time was spent on temporary status.
5. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild.
6. Temporary employees shall not be employed where, in effect, their employment would eliminate a regular or full-time employee.
7. Article 22 (Holidays) will apply to temporary employees only if assigned full-time during the week preceding or the week following the holiday week, except that all work performed on a holiday will be compensated at the rate of time and one-half.
8. Time worked as a temporary will be counted for purposes of calculating vacation entitlements under Sections 3, 4 and 5 of Article 23 (Vacations) herein provided that any break in service between temporary assignments does not exceed twelve (12) months in length. Any vacation liquidated at the end of a temporary assignment will be subtracted from the calculated entitlement for the next year.

Article 21 – PART-TIME EMPLOYEES

1. A part-time employee is one who works regularly fewer than five days or less than 75 percent of a workweek. Part-time employees shall be paid on an hourly basis equivalent to the weekly wage minimum to which they are entitled by their experience, plus ten cents an hour, up to and including 75 percent of the workweek. Part-time employees shall receive all the benefits of this Agreement on a pro-rata basis except that those who work fewer than fifteen (15) hours per week shall not be entitled to coverage under provisions of Article 7 (Dismissal Indemnity/Severance), 23 (Vacations), 25 (Military

Service), 27 (Hospital-Medical-Dental), 28 (Life Insurance), 29 (Pensions) and Article 31 (Miscellaneous), Sections 3 and 4.

(a) Article 26 (Sick Leave), Section 3, Long-Term Disability, shall apply to employees working 30 or more hours a week.

2. Part-time employees shall not be used where such use, in effect, regularly substitutes for full-time employees.

3. The termination of a part-time employee shall be subject to the arbitration process described in Article 5 (Arbitration) if the part-time employee has worked more than 150 assignments, including regularly scheduled assignments or any other assignments. However, in no event shall the arbitration process apply as described herein if the part-time employee has worked fewer than nine (9) months for the Employer.

4. The provisions of Article 6 (Job Security), Section 6 notwithstanding, part-time employees may be selected for discharge in a staff reduction before any full-time employees, except for temporary employees. In the case of a reduction in staff, part-time employees with at least two (2) consecutive calendar years of service with the Employer shall be placed for seven months on a preferential list for rehiring to a full-time position.

Article 22 – HOLIDAYS

1. The following days, or days observed as such, shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. The employee's birthday will be scheduled as a holiday unless the employee requests a substitute day off. An employee also may select two additional days during the year as personal holidays, to be taken at times mutually acceptable with the Employer. In the case of a substitute birthday or personal days, the employee will notify his/her bureau chief or department head at least one month prior to the date of the desired holiday.

3. An employee may substitute any religious holiday for any holiday enumerated in Sections 1 or 2 above.

4. Personal days and the substitute birthday shall be taken during the calendar year. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule.

5. Any employee required to work on any of these days shall be paid (in addition to his/her salary for that week) at the rate of time and one-half or shall have compensating

time off at the rate of time and one-half at the employee's option. When an employee is not scheduled to work on Christmas Day, New Year's Day or Thanksgiving, but is required to remain away from home on assignment during those holidays, then he/she shall have an additional paid day off (compensating time) at straight time. Such compensating time off shall be scheduled by mutual agreement between the Employer and the individual. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule. If the company denies an initial request for use of a single day of CTO, then the company will approve the employee's subsequent request for use of a single day of CTO unless said subsequent request is for time off during a week that contains a holiday.

6. Any employee reporting for duty on any of these holidays shall receive no less than one day's pay at the holiday rate. When Christmas Day and New Year's Day fall on Sunday and are observed on Monday, any employee working on either the holiday or on the day observed as such shall be compensated at the holiday rate. However, when an employee works on both the actual and the legal holiday in either of those instances, he/she shall receive holiday premium compensation for only one day in each case.

7. If a holiday specified above falls during an employee's vacation, he/she shall be given another day off. Work done on a fifth day in a holiday week by any employee whose day off falls on a holiday shall be compensated for by the payment of a day's pay in addition to the regular weekly salary or by time off at the option of the employee.

8. Employees assigned to work after 6 p.m. on Christmas Eve or New Year's Eve shall receive an additional payment of one-half of the regular hourly rate for any hours of work performed after 6 p.m. (local time) on any regular trick which started before 8 p.m. on these holiday eves.

Article 23 – VACATIONS

1. Employees shall be on a calendar year basis for vacations, with all vacation to be taken in the calendar year in which it is due. The company may designate periods, where scheduled news conditions warrant, placing limitations on the number of people in a bureau or department who can be on vacation at the same time.

(a) The company shall provide enough scheduling flexibility for employees to take their accrued vacation during the calendar year in which they are entitled.

(b) Any vacation not scheduled by the employee by August 1 of the year in which it is due may be scheduled by the company to be taken by the end of the year. There shall be no forfeiture of vacation time under this article should the employer fail to schedule

the unused time. The company will consider any special or unforeseen circumstances that may result in a need by the employee to reschedule the vacation, and permission to do so will not be unreasonably withheld.

(c) An employee may begin vacation on any day of the week.

(d) At least one (1) time annually upon written request, the company will schedule an employee's regularly scheduled days off at both ends of one or more weeks of vacation.

(e) An employee may use a maximum of five vacation days in increments of one day or more; if the company agrees, the employee may use more than five days in this way. Requests for a full week or more of vacation may be given preference over requests for partial weeks.

(f) An employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.

(g) An employee who has exhausted his/her vacation entitlement may "borrow" up to five days from the next year's entitlement to care for an ill dependent or a same-sex domestic partner as defined under the eligibility requirement for the company health plan or for use during an unpaid short-term disability waiting period.

(h) Managers must notify employees no later than December 1st that they may request vacation for the following calendar year. Vacation requests made from the date of notification until March 31st will be scheduled on the basis of seniority, with seniority calculated based on the employee's service entry date. All vacation requests after March 31st will be scheduled on a first-claimed, first-assigned basis. Scheduled vacations may be rescinded only to meet bona fide news or staffing emergencies resulting from unforeseeable and extraordinary news developments. If an employee's scheduled vacation is rescinded, the employer shall:

(i) reimburse the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets on behalf of the employee and members of his/her household who were traveling with the employee, upon satisfactory proof of loss.

(ii) allow the employee to reschedule the vacation by March 31st of the succeeding calendar year.

(i) Employees must make all requests for vacation to business location's designated manager via e-mail at least three weeks in advance of the desired time off. The manager will communicate the approval or disapproval to the staffer promptly and will post an updated vacation selection schedule promptly so staffers will be aware which weeks remain available for selection. Requests for a full week or more of vacation may be given preference over requests for partial weeks.

(j) If the vacation selection schedule is posted on AP's computer system, it shall be available to all employees for inspection.

2. Full-time employees shall be eligible as of January 1 following their employment for vacation with regular pay to be taken in the ensuing calendar year, computed on the basis of one working day of vacation with pay for each month or fraction of a month of continuous employment prior to said January 1. However, an employee entering the service on or before May 1 shall be eligible for only one week's vacation upon completion of five months of continuous employment, this week of vacation to be deducted from vacation due on January 1 following employment. Thereafter, full-time employees shall be eligible for two weeks' vacation with pay after each January 1, except as provided below, such vacation to be taken prior to December 31 in each calendar year.

VACATION ELIGIBILITY CHART						
Employee joins AP in 2008	Vacation on January 1					
	2009	2010	2011	2012	2013	2014
	Days	Weeks	Weeks	Weeks	Weeks	Weeks
January	12	2	2	3	4	4
February	11	2	2	3	4	4
March	10	2	2	3	4	4
April	9	2	2	3	4	4
May	8	2	2	3	4	4
June	7	2	2	3	4	4
July	6	2	2	2	3	4
August	5	2	2	2	3	4
September	4	2	2	2	3	4
October	3	2	2	2	3	4
November	2	2	2	2	3	4
December	1	2	2	2	3	4

(Employees who enter AP service before July 1 and have completed 20 years of service are entitled to five weeks' vacation annually.)

3. Full-time employees completing four years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for three weeks' vacation with pay.

4. Full-time employees completing five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for four weeks' vacation with pay.

5. Full-time employees completing twenty years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for five weeks' vacation with pay.

6. Employees leaving the service of the Employer shall receive liquidation of accrued (pro-rata) vacation credit from the preceding January 1 to date of termination of employment. Such “accrued” vacation credit shall be in addition to the earned vacation to which the employee was entitled as of the preceding January 1. Employees entering the service on or after January 1 in any year and whose services are terminated prior to the succeeding January 1 shall be entitled to receive payment of accrued vacation on a pro-rata basis for the year involved.

Article 24 – LEAVES OF ABSENCE

1. The provisions of Article 30 (Outside Work), shall apply to all leaves of absence.
2. Applications for all leaves of absence under this article shall be addressed in writing, with the reasons stated, to the Department of Human Resources, at The Associated Press headquarters in New York, with a copy to be furnished to the appropriate chief of bureau or department head. If granted by the Employer, such unpaid leaves shall not be construed as breaks in continuity of service in the calculation of all benefits under this Agreement. Provided an employee returns to work within nine (9) months of the date he/she commenced his/her leave of absence or within the extended leave period permitted for parental leave under Paragraph 6 below or for sick leave under Article 26, then he/she shall be reinstated to the same or similar position in the same bureau or department. Employees who work in correspondencies who have taken a fellowship or sabbatical leave(s) under paragraphs 3 and 4 below and who return to work beyond nine (9) months from the leave commencement date but prior to the maximum period permitted for said leave may be reinstated to a comparable bargaining unit position, within the control bureau or department for her/his prior position, rather than a position in the correspondency. Employees must notify the employer in writing at least 60 days in advance of the expected return to work. Employees failing to return to work after the expiration of the applicable maximum period for said leaves shall relinquish all reinstatement and seniority rights. However, for purposes of Article 29 (Pensions), credit in service time spent on such leaves shall not be applied until the employee granted such leave has returned to full-time work with The Associated Press and remains in the employ of the AP for one year.

Unless otherwise provided by law, when an employee takes more than one leave of absence and/or sick leave consecutively, or commences another leave within 12 months of a prior leave, eligibility for reinstatement rights under this Article and/or Article 26 (Sick Leave), will be measured and aggregated from the date the first leave began. For the purposes of non-consecutive leaves within 12 months, periods of Guild leave, sick leave during which payments have been received from the Employer (as opposed to insurance benefits), and compassionate leave will be excluded from the aggregate computation.

3. Employees qualifying for the following fellowships and educational seminars shall be granted leaves for them automatically: Nieman Fellowships (Harvard University); Kiplinger Fellowships and Knight Digital Media Fellowships (Ohio State University); Freedom Forum Asia Fellowships Program for Journalists (University of Hawaii); Knight-Wallace Journalism Fellowships (University of Michigan); John S. Knight Fellowships for Professional Journalists (Stanford University); Alicia Patterson Foundation Fellowships; Knight-Bagehot Fellowship Program in Economics and Business Journalism (Columbia University); and the Knight Science Journalism Fellowships (MIT).

4. After 10 years of employment, and at 10-year intervals thereafter, an employee shall be granted, upon request, unpaid leave for a minimum of nine (9) months and a maximum of two years with the expected duration of the leave indicated at the time the request is made. A minimum of 90 days' advance notice shall be provided in writing. A minimum of 60 days' advance notice of an employee's return date will be provided to the Employer. Unless an employee has received the Employer's prior written approval to engage in specific work during a sabbatical leave, if during such leave the employee works in the news industry, the employee shall be considered to have resigned or retired, whichever is applicable, forfeiting any rights to return to his/her previous position under terms of this article.

5. In the event the employee is elected or appointed to any Newspaper Guild office or any successor international union, or in the event the employee is elected to represent the Guild or any organization with which The Newspaper Guild is affiliated as a convention delegate in connection with the business of his/her union, such employee shall be given a leave of absence, without pay, should the employee request such a leave. In bureaus of fewer than 25 employees not more than two employees need be granted such leaves at any time. Employees applying for such leaves will, except in emergencies, give the Employer at least two weeks' advance notice of such intention, and shall specify the expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer as soon as possible.

6. (a) After nine months of continuous employment, employees may take up to 18 months of parental leave—with pay for one week—surrounding the birth or adoption of a child. Employees will specify at the time the leave is requested the expected duration of the leave and will provide 60 days' written notice of their intent to return.

(b) If the employee elects not to return at the end of the leave, such action shall constitute a resignation. In the event of a transfer of a function, cessation of a function or reduction in force, an individual on parental leave will have the same rights as other employees under Article 6 (Job Security).

7. Compassionate leave with pay of at least three days shall be granted an employee in the event of a death in the employee's immediate family, including a same-sex domestic partner as defined under the eligibility requirement for the company health plan, and in-laws, or in the event of a family emergency.

Article 25 – MILITARY SERVICE

1. Any employee who is or has been required to leave his/her post to serve or train with the United States military services or adjuncts or other services which fulfill his/her obligation or who volunteers or has volunteered for such service, shall be deemed to be on leave of absence without pay and shall upon termination of such service be entitled to reinstatement to employment in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal laws.
2. Any employee who has been on such leave and who has complied with the foregoing conditions but is incapable of resuming employment because of physical or mental disability shall be paid his/her dismissal indemnity at the rate to which the employee would have been entitled had the employee resumed his/her job.
3. Any employee returning from military service shall be employed at the minimum salary for his/her years of experience in his/her classification prevailing at the time of the employee's return, or at the salary he/she received at the time of entering the service, plus all general increases granted during the employee's absence, whichever is higher. Employees returning to the service of the Employer under the foregoing conditions shall receive full experience credit for the time they were on such leave.
4. Any employee who has been on such leave and has returned to duty shall be credited with the experience rating to which his/her salary applied.
5. Dismissal indemnity rating and other rights under this Agreement will be unimpaired; and the period of absence on military leave shall be considered service time with the Employer in computing dismissal indemnity credit, vacations and sick leave.
6. Any employee leaving for military service as herein described shall receive the proportionate amount of vacation pay or time to which he/she is entitled at the time the employee begins such leave.
7. Vacations for employees returned from military service of a year or more will be granted as follows:
 - (a) Effective January 1 of the year following their return from military leave, such employees will be placed on a calendar year basis, their accrued vacation credit being computed pro-rata for the period between their return from military leave and the following January 1. For purposes of such computation, fractions of a month shall be considered a full month. Employees who have not earned as much as five days' vacation under the pro-rata formula above, shall be granted enough time to complete one week's vacation. This additional vacation grant shall not be counted as accrued vacation in

calculating vacation credits due an employee in the event of termination of the employee's service. In succeeding calendar years their vacation credits shall be the same as for other employees of like service.

(b) Such employees returning to the service of the Employer before May 1 in any year shall be eligible to take one week's vacation upon completion of five months of continuous employment; in the year following their return they shall receive the balance of their accrued vacation, which shall not be less than a week.

8. The foregoing provisions need not apply to an employee dishonorably discharged from military service.

9. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating in which the employee is classified. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she already has been engaged in such new classification.

10. The provisions of this military service clause do not apply to replacement employees hired by reason of absence granted to regular employees for such service, but these replacement employees otherwise shall be covered by all provisions of this contract. Employees hired as military replacements shall receive dismissal pay if released because of the return of an employee from military service.

11. Any employee with more than one year of continuous service, whose military obligation demands attendance at a summer encampment or full-time training exercise or brief National Guard duty which in total would not exceed nine (9) weeks each year (or actual time, if shorter) would receive for the first three weeks of such service the difference between his/her military pay and allowances and his/her Associated Press salary, if the latter is higher. The foregoing applies only to reserve programs of the United States Army, Navy, Air Force, Marine Corps, National Guard or Coast Guard.

Article 26 – SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY BENEFITS

Existing language will remain in new contract for the period from date of ratification through September 30, 2009. On October 1, 2009, current language will be eliminated and replaced with the following language, revising and replacing Article 26 of both the editorial and technical bargaining unit contracts in their entirety.

1. Annual Sick Leave: After completion of the initial ninety (90) days of employment, all full-time employees receive twelve (12) days of sick leave each January 1st for use during the calendar year in the event of personal illness or injury which requires an absence from scheduled work; subsequent to the conclusion of the initial ninety (90) days of employment, newly hired employees shall be entitled to a pro-rated number of sick days, which shall be equivalent to the number of full months remaining in that calendar year. Part time employees who work at least fifteen (15) hours per week are entitled to this sick leave benefit on a pro-rated basis.

(a) An employee who anticipates an absence from work due to illness must notify his/her supervisor at least one (1) hour prior to the commencement of his/her shift in order to be eligible for sick leave pay, unless a reasonable excuse is provided for the employee’s inability to provide such advance notice.

(b) Sick leave will be paid at the employee’s regular rate of pay, provided the employee has informed his/her supervisor or manager of the absence and authorized the absence to be appropriately recorded in the Employer’s time and attendance system.

(c) Unused sick time may not be accumulated or carried over beyond the calendar year, may not be converted to a cash benefit and is not payable upon termination of employment for any reason.

(d) The Employer may request the employee to provide documentation from a health care provider if he/she is absent due to illness or injury for three or more consecutive days.

2. Short Term Disability Benefit: After completion of ninety (90) days of employment, all full-time employees are entitled to a short-term disability benefit after a period of absence from work for seven (7) consecutive calendar days (five (5) consecutive work days) because of illness, injury or disability, including injuries or illnesses related to employment and/or pregnancy. For purposes of this Article, the phrase “absence from work for seven (7) consecutive calendar days” includes regularly scheduled work days and regularly scheduled days off that occur during that period. Upon completion of one (1) year of employment, part-time employees who work at least fifteen (15) hours per week shall be entitled to pro-rated short-term disability benefits. Short-term disability benefits are based upon an employee’s prior years of service with the Employer and shall continue for the actual length of the short-term disability(ies) occurring during any period of fifty-two (52) consecutive weeks, up to the maximum benefit, in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
0 -1	1	24
1 - 2	2	23
2 - 5	4	21

5 - 10	6	19
10 - 15	10	15
15 - 20	14	11
20 - 25	18*	7
25+	25*	0

*Employees who have not completed twenty (20) or more years of service prior to December 1, 2008, will be eligible only for those benefits provided in accordance with the above schedule. Only those employees who have completed twenty (20) or more years of service prior to December 1, 2008, will be eligible for benefits in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
20	20	5
21	21	4
22	22	3
23	23	2
24	24	1
25	25	0

In the event that an employee has completed twenty (20) or more years of service prior to December 1, 2008 and has a disability that exceeds twenty-six (26) weeks, then only those employees will have a maximum benefit period of 100% of salary for the same number of weeks as his/her completed years of service beyond twenty-six (26) prior to the onset of the disability but will not receive any further reduced benefit at 60% of pay, unless he/she is eligible for an LTD benefit. If an employee is determined to be eligible for the LTD benefit (described in Section 3 below) upon conclusion of the 180-day elimination period, then the Employer will coordinate and subrogate the LTD benefit with any STD benefit that may be payable under this Article for a period of more than twenty-five (25) weeks.

(a) The short-term disability benefit payable by the Employer shall be the difference between the statutory or insurance benefit payable to the employee and the regular weekly salary benefit specified in the above schedule. Accordingly, the Employer shall coordinate the short-term disability benefit herein with any benefit payable to the eligible employee in accordance with law, workers' compensation insurance, or short-term disability insurance. Additionally, the Employer has the right to subrogate its payments under this Article and/or to receive reimbursement from any insurance or statutory benefits payable to the employee in order to avoid a duplication of benefit. In the event that applicable law requires a payment to an employee in excess of the benefit specified in this Article, then the employee shall be paid the greater amount required by law.

(b) The maximum amount of short-term disability benefit payable to and/or remaining available for use by any eligible employee shall be determined by looking back fifty-two (52) consecutive weeks from the date of the request for benefits.

(c) An employee may use sick leave benefits or, if exhausted, accrued vacation, personal or CTO time, to the extent available, during the initial seven (7) calendar day (five (5) consecutive work day) period of any disability. In the event an employee becomes eligible for retroactive workers' compensation lost wage benefits for that period, then his/her sick leave shall be restored by the appropriate number of days. Short term disability benefits will be resumed according to the above schedule and subject to the above conditions without an additional seven (7) calendar day (five (5) consecutive work day) waiting period if an employee has a recurrence of the same disability within ninety (90) calendar days of his/her last day of disability.

(d) The Employer will use a third party consultant to administer its short-term disability benefit program in order to ensure consistent application and compliance with privacy and nondiscrimination laws. The third-party consultant shall determine claims in accordance with the terms of the plan and shall not decide any claim in an arbitrary or capricious manner. Accordingly, sick leave and short-term disability benefit claim determinations may be submitted to arbitration, in accordance with Article 5 of this Agreement, in order to determine whether such decisions were made in compliance with those requirements. Employees must complete all necessary forms and must submit medical information as required by the third-party consultant in order to remain eligible for the short-term disability benefit.

(e) Nothing within this Article entitles an employee to receive more than one (1) day of pay for any one (1) day of absence due to a disability.

(f) In order to remain eligible for benefits, employees must inform their supervisor or manager of the absence and authorize the absence to be appropriately recorded in the Employer's time and attendance system.

3. Long Term Disability: The Employer has established a long-term disability insurance policy, which is administered by a third party administrator and is available to those regular employees who have completed at least ninety (90) days of employment and who work thirty (30) or more hours per week. A disabled, injured or ill employee, who has been disabled for more than six (6) months and who meets plan eligibility requirements, will receive a payment equivalent to sixty (60) percent of his/her regular salary, in accordance with the terms of the long term disability plan. The maximum payment is \$45,000 annually, based on the plan's salary cap of \$75,000. The maximum payment is subject to reduction by any payments received by the eligible employee from Social Security, the Employer or workers' compensation. At normal retirement age according to the social security administration long term disability benefits will cease unless otherwise required by law.

4. Reinstatement Rights: The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than three (3) years for any medical reason(s) related to an approved workers' compensation injury or illness. The Employer shall not be obligated to return any employee to a job if the employee has been

on a disability leave for more than two (2) years when the leave is for any other approved medical reason(s). Subject to the foregoing provisions, an employee shall be entitled to return to a comparable position, provided the employee remains qualified to perform the essential functions of the job, with or without reasonable accommodations.

5. No deductions shall be made for sick leave or short term disability payments from dismissal indemnity or from overtime credited or to be credited to the employee.

6. For as long as the federal Family and Medical Leave Act (FMLA) is in effect:

(a) All sick leave or short term disability benefits paid under this Article shall be considered FMLA leave to the extent that it involves a serious health condition and provided that the employee meets the Employer's medical certification requirements.

(b) The Employer or its third party administrator may seek medical certification for FMLA absences under this Article. (In certain circumstances, a single certification from a health care provider will cover intermittent absences due to a single serious health condition). Any medical certification required under this Section will not exceed FMLA regulations.

(c) It is understood and agreed that any right to benefits or leave provided under this Article shall be used and will be credited concurrently with and not in addition to any right provided under the FMLA and other federal law or state law on family, parental or compassionate leave (except bereavement leave).

7. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave and short term disability benefits detailed in this Article. In the event the Employer requires documentation to guard against fraud, the Employer shall inform the Guild of that requirement. Any employee who produces a fraudulent health care providers' note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct and dismissal indemnity need not be paid.

8. Notwithstanding her prior years of service, an employee who experiences a short term disability because of pregnancy will be entitled to a minimum benefit of eight (8) weeks of STD benefits at 100% of salary subsequent to the birth of the child or children. If the employee remains disabled at the conclusion of the eight (8) week period following delivery, then benefits shall be paid according to the employee's actual years of service and the schedule provided in Section 2 above.

Article 27 – GROUP HEALTH AND DENTAL

1. Effective for the life of this Agreement, the Employer agrees to continue to offer Group Health and Dental coverage based on the formula set forth below. All new employees shall be eligible for enrollment under the health insurance plan after three months of continuous employment.
2. The Employer agrees that the benefits provided by the Plan shall not be less than those provided under the Employer's Plan in effect with the signing of this Agreement.
3. To receive the benefits of any of the plans specified in this article, the employee must participate in the Group Health or Dental plans for employees and eligible dependents.
4. Once annually, the Employer will provide \$200 toward an eye examination or the cost of lenses or a combination thereof. Employees will be allowed carryovers from one year to the next with a maximum reimbursement of \$600.
5. The Dental Plan includes orthodontic coverage that will provide reimbursement of up to fifty percent (50%) with a lifetime per-person cap of \$1,000.
6. Effective April 1, 2009, the health and dental plan will include the following revisions in bold type:

Design Elements	Basic Plan	Premium Plan
In Network		
Deductible (Ind/Fam)	\$250/\$500	\$150/\$300
Coinsurance	90%	100%
OOP Maximum (Ind/Fam)	\$2,000/\$4,000	NA
Inpatient Hospital	\$250 co-pay, then 90%	\$200 co-pay
Emergency Room	\$75 co-pay	\$75 co-pay
Office Visits	\$20 PCP/\$30 SP	\$20 PCP/\$30 SP
MHSA Visit Limit	60 visits	60 visits
Out-of-Network		
Deductible (Ind/Fam)	\$750/\$1,500	\$400/\$800
Coinsurance	60%	70%
OOP Maximum (Ind/Fam)	\$5,000/\$10,000	\$2,000/\$4,000
Inpatient Hospital	60%	70%
Emergency Room	\$75 co-pay	\$75 co-pay
Office Visits	60%	70%
MHSA Visit Limit	60 visits	60 visits

Prescription Drug Plan	
Retail	
Generic	\$7
Brand Formulary	\$16
Brand Non-Formulary	\$22
Mail Order	
Generic	\$7
Brand Formulary	\$16
Brand Non-Formulary	\$22
Supply Limit	
Retail	30 days
Mail	90 days

The following restrictions will apply:

Prior Authorization	Physician must submit qualifying medical criteria to allow for utilization of medication within the following classes: ADHD/Narcolepsy, Anti-Obesity, Pain/Topical, Testosterone.
Safety & Monitoring Solution	Letter-based clinical intervention program designed to curb misuse or overuse of controlled substance medications (poly-pharmacy, poly-physician and total # Rx triggered).
Mandatory Mail Program	Program allows for two fills at a retail pharmacy before requiring participants to use the mail order benefit for subsequent refills. (An additional fill will be allowed for the first time an individual is denied the prescription).
Mandatory Generics Program	When members, or their physicians, request a brand when a generic is available, the member will pay the generic co pay plus the difference in ingredient cost between the brand and generic
Limited Retail Network	Excludes some chains including Walgreens and Wal-Mart

Medical Plan	
Limits on the following services:	

Chiropractic	30 visits year
Therapies	30 visits year
Home health care/Private duty nursing	120 visits year
Skilled nursing facility	120 visits year
Mental Health Substance Abuse	60 visits year
Emergency room visit benefits paid for emergencies only	

Basic Medical Plan	
Specialist office visit co-pay	\$30
Coinsurance	In-network: 90% Out-of-network: 60%
Hospital co-pay	\$250
Out of pocket maximum	In-network: \$2,000 single/\$4,000 family Out-of-network: \$5,000 single/\$10,000 family

Basic Dental Plan		
Calendar year maximum	\$1,000	
Deductible	Individual \$100/Family \$200	
Coinsurance	In-network	Out-of-network
Preventative	100%	85%
Basic	70%	55%
Major	40%	30%
Orthodontics	40%	40%

7. Individuals will be able to enroll in the health plan with or without enrolling in the dental plan, and able to enroll in the dental plan without enrolling in the medical plan. During the life of this Agreement, the Employer agrees that the health and dental insurance plan contribution costs will be according to the following schedule.

Basic	Medical	Dental	Total
Employee Only	72.24	4.92	\$77.16
Employee + Spouse	189.41	12.90	\$202.31
Employee + Child	110.59	7.53	\$118.12
Employee + Family	278.05	18.94	\$296.99
Premium			
Employee Only	75.48	7.56	\$83.04
Employee + Spouse	207.60	20.79	\$228.39
Employee + Child	121.20	12.14	\$133.34

Employee + Family	304.74	30.52	\$335.26
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Article 28 – LIFE INSURANCE

1. The Employer agrees during the term of this Agreement to provide for eligible employees, including those working for the AP after age 65, life insurance equal to approximately 1½ times annual salary with the usual and customary double-indemnity rider for accidental death. The coverage amounts are detailed in the accompanying Schedule of Insurance.

2. Upon retirement, non-contributory life insurance will be provided for employees participating in the life insurance plan as follows:
 - (a) To the extent permitted by law, the group life insurance (provided for retirees on the pension rolls) will be provided by and at the expense of the Employer in an amount of \$10,000 for life.

3. All new employees shall be eligible for enrollment under the group life insurance plan after three months of continuous employment.

4. Employees may buy supplemental insurance equal to one, two or three times annual salary or spouse and/or child insurance coverage \$20,000 and \$4,000 respectively.

LIFE INSURANCE	
Annual Salary	Coverage
\$4,000 and above (to nearest lower whole thousand)	\$1,500 for each \$1,000 in base salary

Article 29 – PENSIONS

1. The Employer agrees to maintain during the life of this Agreement for those eligible employees hired prior to January 1, 2006, without contribution from any such employee, a Pension Plan for eligible employees without reduction of benefits subject to terms and conditions provided in the Employer’s Revised Retirement Plan for Employees of the Associated Press Represented by the News Media Guild. All funds contributed to the Aetna pension plan by the Employer to provide pension benefits shall remain in the Plan and may not be withdrawn by any employee upon termination of his/her employment. However, any funds contributed by the employee to the Aetna Insurance Company

through payroll deductions prior to January 1, 1978, shall be refunded to the employee upon termination of employment for any reason other than retirement.

2. Upon the termination of employment for any reason other than retirement any employee who has participated in the former Contributory Pension Plan or has attained retirement age prior to January 1, 1962, the employee's withdrawal benefit for which provision in the former Contributory Pension Plan shall include the sum of \$1.44 per week paid by the Employer to the Aetna Life Insurance Company on behalf of each employee.

3. Any employee participating in the Employer's Pension Plan shall not be entitled to withdraw any contribution made by the employee prior to January 1, 1978, as long as he/she remains in the employ of the Employer.

4. Except as provided in Sections 1, 2 and 3 of this article, the Employer shall not be obligated to make any payment of money by way of premium contribution or otherwise for pension benefits for employees.

Article 30 – OUTSIDE WORK

Employees shall be free to engage in outside writing, photography or broadcasting outside working hours subject to the following restrictions:

(a) That such activities of the employee do not constitute a conflict of interest for the employee or the Employer.

(b) That such activities do not exploit the name of The Associated Press or the employee's position with the Employer without permission of the Employer.

Any material produced by an employee primarily from notes, stories, either written or broadcast, or pictures produced or gathered by the employee while on assignment for the Employer, or gathered through the influence of the name of The Associated Press shall be submitted to The Associated Press for approval prior to its submission to an outside publisher, purchaser or broadcaster.

Article 31 – MISCELLANEOUS

1. Bylines. An employee's byline or credit line shall not be used over his/her protest.

2. Bulletin Boards. The Employer agrees to provide bulletin boards suitably placed in all bureaus and departments, in which employees covered by this Agreement are employed, for the exclusive use of the Guild.

3. Jury Duty. Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty and shall receive their regular salaries, including applicable differentials, during periods of such jury service, less the jury pay. If notice of a pending jury service is given to the employee's manager at least three (3) weeks in advance, the manager will arrange the employee's regular work schedule to coincide with jury service. If notice is not provided three (3) weeks in advance, the staffer's posted work schedule will remain in effect although the employee will not have to report to work on the days she/he is scheduled for jury service. If the absence of an employee would create a hardship on the Employer, the Employer may seek to have the employee excused.

4. Voting Time. An employee required to work on election day shall be given time off to vote if his/her working hours are such as to prevent the employee voting outside his/her working hours.

5. Employee Assistance Program. The company reaffirms its intention to continue the sponsorship of an Employee Assistance Program for all AP employees and their families. It is also agreed that the EAP Advisory Committee will include a Guild representative.

6. Dependent Care Program. The AP agrees to maintain for all eligible employees a qualified tax-exempt Dependent Care Program. The plan, which is subject to federal, state and local tax regulations, currently permits participants to set aside on a tax-deferred basis up to a salary amount allowed by federal law to be used to pay for day care costs for their children or for disabled parents. Employees who miss the annual enrollment deadline forfeit participation in the plan until the following year's open enrollment period. New hires can enroll within 31 days of hire. All employees may enroll/change their election within 31 days of the birth or adoption of a baby.

7. Four-Day Workweek. The Employer and an employee may, by mutual agreement, implement a four-day workweek, subject to the following conditions:

(a) The employee will work the appropriate total number of hours per week as set forth in Article 19, the hours and overtime article of this Agreement.

(b) The work time will be spread equally over four days instead of five.

(c) Hours worked in excess of the workweek will be compensated at time-and-a-half, as in Article 19 (Hours, Overtime and Work Schedules) of this Agreement. An employee working a four-day week shall be entitled to daily overtime pay for work in excess of 25 percent of the contractual definition of a week's work.

(d) Every attempt will be made by the Employer to give an employee working the four-day week three days off in a row. If this is not possible on a given schedule, management is not restricted from splitting the three days off, but no employee will be scheduled onto a separate trick for any of his/her four days (for example, from day or night to overnight).

(e) Employees who have agreed to work a 4-day week shall receive the same paid time off benefits specified in this Agreement for vacation and sick/short term disability leave as employees who work a 5-day week, and shall receive a pro-rated paid time off day for a holiday or personal day. In the event such an employee works on a holiday, he/she shall receive premium pay for all hours worked on the holiday.

8. Job Sharing. If agreeable to the company and the employees involved, after consultation with the Guild, employees may share regular AP jobs subject to the following conditions:

(a) Each employee shall work on the days scheduled for him or her. The scheduled workdays of the employees shall be established with the consent of the company and shall not be altered except by consent of the company.

(b) Wages of the employees shall be pro-rated according to the number of days worked.

(c) The AP shall not be compelled to pay more than the equivalent of 100% of one employee's benefits.

(d) The company shall not be compelled to find a job-sharing partner for one individual who wants to share a job.

(e) In the case of two regular staff members who want to share a job during the experimental period, a temporary may be hired to replace one of them in a full-time position during the experimental term, with the understanding that the temporary would leave the staff with due notice if the job-sharing experiment was terminated and both regular employees wanted to return to full-time positions.

(f) Either the employer or any participant may revoke its agreement at any time with at least six (6) weeks' notice.

(Smoking cessation products will be included within the schedule of benefits for the prescription drug program, subject to applicable copay.)

9. Parking, Public Transportation Vouchers. AP will continue in the tax-advantage program for parking and/or public transportation as long as it remains allowable under federal law.

10. The Guild shall designate one member of its Human Rights Committee to be the Chairperson who will meet with the Employer twice a year to share ideas. The Chairperson shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending related training seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

11. Employee Monitoring. The Employer uses electronic employee access control systems for lawful business purposes and to assist in the safety and security of the AP's business systems and premises. Electronic card entry, electronic keypad entry, and computer sign-on, sign-off records will not be used as "time clocks" for the purpose of logging, tracking, or recording hours worked by an employee.

12. Business Systems/Use of Computers, Networks and Internet Access ("Business Systems" hereinafter). The Employer will not use its Business Systems to access or monitor an employee's private computer but reserves the right to monitor electronic traffic and/or communication to and from AP's Business Systems, in accordance with the Business Systems Policy.

Article 32 – HEALTH & SAFETY

1. The Employer will continue its policy of striving to provide properly lighted, ventilated, and heated/air conditioned work areas, wherever possible within reasonable physical and financial limits, and to reduce noise to at least the standards of the Occupational Safety and Health Act of 1970 (OSHA).

2. The Employer will furnish an employee all protective devices, including goggles and gloves, necessary to perform his/her job. The Employer will, within limits of its direct control, ensure employees' safe passage on streets, parking lots and other areas near the office.

3. The Employer, upon request, will meet with the Guild to discuss health and safety considerations, including quarterly meetings on a national level to discuss the continued operation of a companywide program on RSI and work related musculoskeletal disorders (WMSDs) awareness and prevention and treatment as detailed in items 7 and 8 below.

4. The Employer shall abide by all federal, state and local laws respecting the health and safety of its employees.

5. The Employer will maintain a policy of providing regularly scheduled routine maintenance on equipment used by employees in the performance of their duties.

6. Employees covered by this Agreement shall not be required to repair equipment.

7. The Employer and the union recognize that it is important to make the staff aware of the need to perform its work in a manner that does not increase exposure to injury. Employees will not be required to remain at a video display terminal work station for unreasonable periods of time without taking breaks to rest their eyes or bodies.

8. The Employer will maintain a training program on the proper use of video display terminals, as well as the lifting and carrying of photographic, video and/or audio equipment. Attendance at such classes will be mandatory. The Employer will quarterly provide the union with a report on the types, level and location of training.

AP agrees that its managers will be instructed to be aware of RSI and WMSDs, to help the staff prevent injuries and to notice signals of developing problems so proper treatment can be obtained. Likewise, members of the staff must maintain good work habits to avoid RSI, WMSDs and other injuries.

As part of a continuing program to provide a workplace free of RSI and other injuries, the AP will:

(a) Meet annually with the Guild and a nationally recognized health organization or consultancy to provide managers and staff with the latest information about the prevention and treatment of RSI, WMSDs and about proper work station design, including fully adjustable CRTs, keyboards, CRT stands and chairs, as well as injuries resulting from the lifting and carrying of equipment. AP will retain services of a nationally recognized health organization or consultancy that is mutually agreed on by the Employer (if we can not agree, we will use New York University) and the Guild for the purpose of conducting a baseline ergonomic study of photographers and videographers, with such research to be completed on a schedule set by the Employer and the Guild.

(b) Provide each employee with information regarding such injuries, including (but not limited to) fact sheets, booklets and description of useful exercises designed to help prevent the problem. The AP will ensure that all control bureaus have access to an electronic media presentation on RSI and ergonomics (including the lifting and carrying of equipment) which will be available to everyone.

(c) Provide new employees with information concerning such injuries as part of the normal orientation process.

(d) When new information on RSI, Ergonomics and the lifting and carrying of heavy equipment becomes available, or when there are changes in bureau locations, or new work environments are created, the Employer will schedule instruction by trained instructors, if requested, which will occur at the control bureau on one (1) occasion prior to November 30, 2010. This instruction will be provided on company time and will include information on (but not limited to) the following topics:

- How to seek medical treatment, including diagnostic examinations, through workers' compensation and/or the AP's health insurance plan. AP will assist employees with the filing and processing of their workers' compensation claim forms to expedite claims payments.
- Musculoskeletal problems associated with improper CRT use, and the lifting and carrying of heavy equipment, and the importance of proper and continuous readjustment of workstations and other techniques to prevent such problems.
- The company will continue its policy of working with anyone having difficulty with or desiring specific ergonomic equipment and for work stations to be reconfigured to prevent or help alleviate RSI. This policy will include, but not be limited to, adding special wrist and foot rests, telephone headsets, height-adjustable chairs, height and angle-adjustable CRT screens, anti-glare protection and copy stands. Photo and video-related equipment will include, but not be limited to, lightweight cameras, laptops, and batteries; laptop stands; backpacks; harnesses; belts; belt packs; carrying cases; and rolling carts.
- The company's policy is that employees are not required to remain at workstations for unreasonable periods of time without taking breaks and that such breaks are encouraged and should be part of their routine. Employees have the flexibility to take breaks of the number and length they feel necessary to give their eyes and bodies adequate rest.

(e) As part of the continuing RSI-prevention program, and to prevent injuries resulting from the lifting and carrying of equipment, the AP also will bring in ergonomics professionals, including the company's workers' compensation insurance carrier, as necessary, to evaluate AP bureaus and departments and to work directly with staffers who may be experiencing such problems.

9. The Guild shall designate one member of its Health and Safety Committee to serve as Health and Safety Coordinator. The Guild's Safety Coordinator shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending safety related training and seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

The Employer also agrees to pay the cost of tuition for the Guild's safety officer to attend two safety related training or seminars that have been agreed to by the Employer and approved in advance. All other expenses related to the Safety Coordinator's attendance at such training or seminars will be the sole responsibility of the Guild.

10. The Employer shall undertake a health study on photographer work, which shall be performed by a mutually acceptable, qualified third party that the Employer will compensate in an amount not to exceed \$70,000.

Article 33 – SEVERABILITY

If any article or section of the collective bargaining agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of the collective bargaining agreement and the parties shall meet to negotiate a provision that will meet the requirements of the law in the questioned clause.

Article 34 – NON-INTERFERENCE

The Guild agrees that it or its members, acting upon authority of the Guild or any local or unit thereof, except upon breach of the terms of this Agreement by the Employer, will not interfere directly or indirectly in any way with the production, distribution or delivery of any news, broadcast audio or TV news, feature or newsphoto or other service of the Employer which the Employer may at any time be obligated by contract to deliver to any member, firm, corporation or person.

Article 35– DURATION AND RENEWAL

This Agreement is effective as of December 1, 2008, and shall terminate at midnight November 30, 2010. Within the 60-day period immediately before the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect at the termination of the present Agreement.

Should agreement not be reached on the expiration date, the contract will remain in full force until one party provides 14 days' written notice of its intention to terminate the Agreement.

For the News Media Guild:

By: _____
Tony Winton
President

Martha Waggoner
Negotiating Committee Chairperson

Attest: For The Associated Press:

By: _____
Michelle Ehrlich, Director of Global Labor and Employee Relations

MEMORANDUM OF AGREEMENT

This AGREEMENT entered into on February 7, 2009, between THE ASSOCIATED PRESS and NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS OF AMERICA, replaces and renews the collective bargaining agreements between the parties for both the editorial bargaining unit and the technology bargaining unit, which both expired on November 30, 2008.

This AGREEMENT renews and extends those expired collective bargaining agreements for the period December 1, 2008 through and including November 30, 2010, unless otherwise noted herein or in the attached tentative agreements.

This AGREEMENT amends the editorial bargaining unit and the technology bargaining unit agreements in accordance with the tentative agreements that are attached hereto and that have been initialed by the parties. Unless noted expressly otherwise in the attachments to this AGREEMENT, technology unit bargaining agreement will be precisely the same as the amended language attached hereto for the editorial bargaining unit.

This AGREEMENT provides a general wage increase of two percent (2%) to each employee's regular weekly salary and to economic differentials, which shall become effective on March 2, 2009. On December 1, 2009, The Associated Press agrees to pay a one-time lump sum of five hundred dollars (\$500.00) to each full-time employee in both the editorial and technology bargaining units, provided said employee is either actively employed, on a paid leave or on an approved unpaid leave of absence as of that date. Said amount shall be pro-rated for part-time employees based upon actual time worked during the year December 1, 2008 through November 30, 2009. This one-time lump sum payment shall not be added to an employee's base compensation and shall not be included in any calculation of payments that are due or may be due to employees under the collective bargaining agreements for wages, overtime or any form of premium pay or paid time off.

This AGREEMENT is subject to ratification by the union members of the News Media Guild collective bargaining units and by the Board of Directors of The Associated Press. The negotiating committees of the respective parties both agree to endorse this AGREEMENT and to recommend its ratification.

NEWS MEDIA GUILD

THE ASSOCIATED PRESS

DATED: February 7, 2009
NEW YORK, NEW YORK

Sick Days

February 23, 2009

Mr. Tony Winton
President, News Media Guild, Local 31222
424 West 33rd Street, Suite 260
New York, NY 10001

Dear Tony:

This letter confirms that on October 1, 2009 employees covered under the News Media Guild Collective Bargaining Agreement will be awarded twelve (12) sick days.

These days will not be carried beyond December 31, 2009.

Sincerely,

Susan D. Gilkey
Director of Employee Benefits

Business Office

The News Media Guild and The Associated Press agree to arbitrate the issue of the unit placement of positions within the business office's finance department, in accordance with the legal standards prevailing under the National Labor Relations Act as applied to the scope of the bargaining unit described in the 2005-2008 editorial unit collective bargaining agreement.

The parties agree to expedite the arbitration of this matter. To that end, the parties have selected Rosemary Townley to hear and to determine this dispute. The parties will

choose two hearing dates which fall as soon after June 15, 2009 as possible, subject to their, and the arbitrator's, respective schedules.

The parties will make good faith efforts to stipulate a factual record in this matter, thereby avoiding the need for hearing. If the parties are unable to stipulate a record by June 15, 2009, they will arbitrate the matter on the scheduled hearing dates (and will expedite any additional hearing dates that are necessary). No court reporter will be used to transcribe the hearing.

The parties will submit briefs to the arbitrator postmarked within thirty (30) days following either submission of the stipulated record, or conclusion of the hearing. No reply briefs will be filed. The parties will jointly request that the arbitrator submit a decision within thirty (30) days of receipt of the parties' briefs.

News Media Guild

The Associated Press

February 6, 2009
New York, New York

Editorial Training Side Letter

April 1, 2009

Mr. Tony Winton, President
News Media Guild, Local 31222, TNG-CWA
424 West 33rd Street Suite 260
New York, NY 10001

Dear Tony,

To help our journalists maintain their prominence and viability in a rapidly changing industry, the AP remains committed to its longstanding tradition of providing training and education for its global staff, including those within the News Media Guild's editorial bargaining unit.

We start with the principle that employees who understand all aspects of media work are able to perform their own work better and are more capable of contributing to a fully integrated, collaborative and successful news report. The journalist's essential skills, job

duties and responsibilities have not changed, but the tools necessary to do the job continue to evolve.

Therefore, in order to help our employees remain effective journalists with up-to-date skills, and to keep the AP competitive, the AP will continue to provide a broad range of training that includes but is not limited to work in multimedia formats.

Training may be internal or external. To the extent possible, training will take place during regular working hours, or the AP will pay employees according to contractual overtime provisions. Employees will not be suspended, discharged, or otherwise disciplined because of their inability to perform new work for which they have not been trained.

Upon written request, the AP will meet with up to three (3) Guild representatives every six months to discuss employee concerns, preferences and inquiries on AP training programs. Employee participants in these meetings will not suffer a loss or reduction in regular wages because of time spent in such meetings with the AP's representatives.

Training will be provided to employees based on their current skills and assignments and strategic position of their bureau or department, as determined by the AP.

Sincerely,
Michelle Ehrlich
Director of Global Labor and Employee Relations

STOCK PHOTOGRAPHY REVENUE SHARE AGREEMENT

February 5, 2009

Ms. Martha Waggoner
Negotiating Committee, Chair
News Media Guild, TNG/CWA

Dear Martha,

This letter confirms that any Associated Press staff photographer may, in his/her sole discretion, offer the AP Images Catalogue stock-type photography, which is unrelated to the AP's normal news journalism work and which is shot by the photographer voluntarily during his/her off-duty hours from normal assignments. No photographer is required to shoot stock-type photographs and any time spent in such endeavors shall not be considered work time for any purpose. As always, employees who are off duty should consult with a photo or news editor regarding the coverage of spot news and, if

authorized, will be compensated according to the collective bargaining agreement's wage and overtime provisions for all time spent in the coverage of that event.

A photographer may utilize the AP-owned cameras and photographic gear that has been issued to him/her in order to produce these generic stock-type images. It is understood and agreed, however, that a photographer may not otherwise use his/her AP issued equipment during off-duty hours or to cover news, sporting or entertainment events, unless it is for the coverage of an AP authorized work assignment.

If the AP, in its sole discretion, accepts the images for inclusion in the catalogue, then the AP will share thirty-five percent (35%) of the gross revenue derived, if any, from the sale of those images. Photographers will be paid monthly based upon payments actually received during the prior month. No revenue will be payable to the photographer unless and until the customer pays the AP for the images.

In exchange for the payment of \$1,000.00 to the photographer, AP may purchase the unlimited right to use for any and all editorial purposes any photos from the Stock Photo Archives. Notwithstanding, the photo shall remain for sale in the Stock Photo Archive in accordance with the provisions of this side letter.

Employees who contribute to the AP photo archive as part of the stock photography agreement and earn more than \$100 per quarter will receive quarterly statements regarding the status of their work, date of sales, name of clients sold to, the amount the photographs were licensed for and the amount of royalty due the photographer.

The AP will exclusively represent, license and sell the images through its global image licensing group for as long as the photographer remains employed by The Associated Press.

Any photographer whose images have been selected by AP for inclusion in the catalogue will retain the copyright to any and all such images. Upon conclusion of employment with the AP, the AP agrees to continue to include and offer for sale those images within its catalogue and will continue to share thirty percent of the revenue with the former employee so long as he/she continues to provide AP with an exclusive license. After the conclusion of employment, should the photographer elect to sell the images independently or to offer a license for the sale of the photos to another stock photography catalogue or reseller, then the images shall remain available within the AP's catalogue and the revenue share from any sale of the image will be ten percent (10%) because of the withdrawal of the exclusive license for sale.

Michelle Ehrlich
Director of Global Labor and Employee Relations

STUDENT INTERNSHIP PROGRAM

April 1, 2009

Mr. Tony Winton
President
News Media Guild, TNG/CWA

Dear Tony:

This letter confirms the understanding of the News Media Guild and The Associated Press regarding a pilot internship program in which students may perform certain editorial work in satisfaction of course and/or degree requirements at their college, university or journalism school.

The purpose of the program is to attract and provide on-the-job training to talented students who desire a career in journalism, to increase diversity in the newsroom and to increase the visibility of The Associated Press as an employer-of-choice. Interns will not be compensated with any wages or benefits and will receive only academic credit and reimbursement for approved business expenses for their participation in the program.

The Employer agrees that interns in this program shall not be used to eliminate the work performed currently by an editorial assistant and/or to replace work performed currently by an editorial assistant at any business location.

The program will commence in the fall semester of 2009. The program will accept up to ten (10) college students who are enrolled full-time at an accredited U.S. university or college. Students will shadow mentors, receive training and perform typical editorial assistant work in specific internship assignments within designated bureaus and departments for 16 hours per week (or as required by the educational institution). Students may participate for no more than one semester in exchange for academic credits.

Michelle Ehrlich
Director of Global Labor and Employee Relations

Memorandum of Agreement

Termination of Free-Standing Photo Sales and Removal of Outside Salespersons from Coverage under Guild Bargaining Agreements

This is an agreement between The Associated Press, Inc. (“Employer”) and News Media Guild Local 31222, TNG/CWA (“Guild”) to establish the terms of an enhanced severance payment for volunteers from the editorial employee bargaining unit who agree to resign their employment as photo sales commission employees (hereinafter “outside salespersons”), the process for transition of sales positions from the editorial bargaining unit, and other issues related to the transition of those positions from coverage under the Guild’s collective bargaining agreement with the Employer.

1. Effective with the close of business on April 1, 2009, Employer will eliminate the free-standing sale of photos and images and will integrate the sale of photos and images with the sale of all other Employer products and services. Employer agrees that it will pay eligible employees any bonus amount due for work performed in 2008. Subsequent to the elimination of the free-standing sale of photos and images, the Employer also agrees to pay commissions due to eligible employees subsequent to the receipt of payments for invoices finalized and dispatched by the employee prior to that date. The Employer and Guild agree that Article 1 of their two collective bargaining agreements will be amended to exclude outside salespersons and all other sales employees employed by the Employer from both collective bargaining units and that Article 11, Section S, of the editorial unit bargaining agreement will be eliminated in its entirety. Notwithstanding, sales correspondents for photos will remain within the editorial bargaining unit.

2. Employer will provide to any outside salesperson, up to five (5) employees in total, who executes a resignation agreement and general release, in the form annexed hereto as Exhibit A, an enhanced severance package as follows: (A) dismissal indemnity pay of up to 72 weeks salary at his/her base terminal weekly salary rate based upon the following formula—two (2) weeks of salary for the first six (6) months of continuous service and then one (1) week of salary for every subsequent six (6) months of continuous service completed thereafter, not to exceed seventy-two (72) weeks in total; (B) severance pay of up to 18 weeks salary at his/her base terminal salary rate based on the following formula—three (3) weeks of salary for employees with fewer than five (5) years of continuous service; six (6) weeks of salary for those employees with five (5) or more years of continuous service but fewer than ten (10) years of continuous service; nine (9) weeks of salary for those employees with ten (10) or more but fewer than fifteen (15) years of continuous service; twelve (12) weeks of salary for those employees with fifteen (15) years or more but fewer than twenty (20) years of continuous service; and eighteen (18) weeks of salary for those employees with twenty (20) or more years of continuous service; and (C) insurance continuation coverage at his/her terminal participation status in an amount as follows: fewer than five (5) years continuous service - two (2) months of insurance continuation; at least five (5) but fewer than ten (10) years of continuous service - four (4) months of insurance continuation; at least ten (10) but fewer than fifteen (15) years of continuous service - six (6) months of insurance; or eight (8) months of insurance continuation for those volunteers with fifteen (15) or more years of continuous service.

3. All payments of enhanced severance will be paid in regular bi-weekly installments at an employee’s base terminal weekly salary rate. “Base terminal salary” is defined as the

volunteer's highest regular average weekly rate of pay (which includes commission payments) during either the 2006, or the 2007 or the 2008 calendar year. Volunteers also will be paid in a lump sum for any accrued, unused vacation, holidays or personal days.

4. All enhanced severance payments will be subject to all applicable payroll deductions, including taxes and the employee's regular contribution toward the cost of premium for continuation of group health insurance. In the event of an employee's death, the unpaid portion of enhanced severance will be paid to his/her estate or designated beneficiary.

5. Notwithstanding the payment of enhanced severance by regular bi-weekly payments, any volunteer who elects enhanced severance must irrevocably resign his/her employment and relinquish any and all recall/reinstatement rights in order to receive enhanced severance. Accordingly, the volunteer will cease to accrue benefits for paid time off and will cease to be eligible to participate in any of the Employer's group insurance plans, (except for COBRA health benefits), disability benefit plans, workers' compensation, pension plans and retirement benefit plans to the extent permitted by law, and cannot make contributions to the 401K plans as of the date of his/her resignation. Nevertheless, if employee/volunteer has attained or surpassed age 55 and has worked continuously for Employer for at least ten (10) years on or before the date that his/her biweekly payments of enhanced severance conclude, then the employee/volunteer will be eligible to elect coverage under and to participate in the Employer's retiree health insurance program, subject to the same terms, conditions, rights and obligations of that program for other similarly situated, eligible retirees of the Employer, and further subject to all then current and/or future terms and conditions of the Employer's retiree health insurance program.

6. Enhanced severance will be offered in writing to each of the outside salespersons in the editorial bargaining unit. Employees will have until January XX, 2009 (hereafter the submission date) to submit a fully executed resignation agreement and general release if they wish to volunteer for enhanced severance under the terms of this Agreement. If there are more volunteers than necessary to reach the target number, only the five (5) most senior volunteers' applications will be accepted and will be eligible to participate. All volunteers must resign employment upon execution and acceptance of his/her resignation agreement and general release, which will include a waiver of any recall and/or re-employment rights.

7. All outside salespersons have had the opportunity to apply for non-bargaining unit positions within the Employer's new media markets group, which is outside the jurisdiction of the collective bargaining units represented by the Guild. Employees who are offered and accept such a position will relinquish bargaining unit rights as of the date they accept the non-bargaining unit position. The Employer agrees that any such employee who accepts a non-bargaining unit sales position and is terminated for any reason other than proven financial dishonesty, gross insubordination, gross neglect of duty and/or gross misconduct in the performance of his/her duties within the first six months in the non-bargaining unit position, will be paid dismissal indemnity according to the formula specified in Paragraph 2(A) of this Agreement, provided he/she executes and

does not subsequently revoke an agreement and general release. In the event any former bargaining unit outside salesperson accepts non-bargaining unit employment and is separated from employment for any reason on or after he/she has completed six (6) months in non-bargaining unit employment, then Employer agrees that he/she will be afforded the same rights as any other non-bargaining unit, administrative employee who was separated from employment for the same reason(s).

8. Employer will provide to any outside salesperson who is terminated involuntarily or laid off under the terms of this Agreement and who executes an agreement and general release in the form annexed hereto as Exhibit B an involuntary severance benefit as follows: (A) dismissal indemnity pay of up to seventy-two (72) weeks of salary at his/ her base terminal salary rate based upon the following formula—two (2) weeks of salary for the first six (6) months of continuous service and then one (1) week of salary for every subsequent six (6) months of continuous service completed thereafter, not to exceed seventy-two (72) weeks in total; and (B) a supplemental severance payment of up to eight (8) weeks of salary at his/her base terminal salary rate based upon the following formula—two (2) weeks of salary for employees with fewer than five (5) years of completed continuous service; four (4) weeks of salary for those employees with five (5) or more but fewer than ten (10) years completed continuous service; six (6) weeks of salary for those employees with ten (10) or more but fewer than fifteen (15) years of continuous completed service; and eight (8) weeks of pay for those employees with fifteen (15) or more years of continuous service.

9. Employees who are involuntarily terminated or who are laid off as a result of the Employer's decision to discontinue its free-standing photo sales will be deemed to have lost employment through no fault of their own and the Employer will not contest any application for unemployment benefits for circumstances related to loss of employment. Employees who accept the voluntary enhanced severance package will be deemed to have voluntarily resigned or retired from employment.

10. Employer and Guild agree that this Agreement is without precedent and may not be cited, relied upon or introduced as evidence in any other proceeding or matter involving the parties, except an action to enforce this Agreement. Nothing within this Agreement constitutes an admission of any wrongdoing or the violation of any law or contract.

11. This Agreement sets forth the entire agreement and understanding of the Employer and the Guild for the reduction in force and concomitant severance and employment rights of outside salespersons who volunteer to resign their or are affected by the elimination of bargaining unit positions related to the termination of free-standing photo sales by Employer. It supersedes any and all other agreements on the matter, including but not limited to, any collective bargaining agreement by the parties or the Guild's predecessors. This Agreement may be modified only by the express written agreement of the parties.

12. In the event any dispute concerning the application or interpretation of this Agreement arises between the parties and/or any bargaining unit employee, the exclusive

remedy for such dispute is submission to arbitration in accordance with the Voluntary Labor Arbitration Rules of the New York City Office of the American Arbitration Association.

CONFIRMED AND AGREED:

News Media Guild

The Associated Press

TECHNOLOGY UNIT AGREEMENT

TECHNOLOGY UNIT AGREEMENT

December 1, 2008 – November 30, 2010

PREAMBLE

This Agreement is entered into at New York, N.Y., on the 7th Day of February, 2009, by and between THE ASSOCIATED PRESS, a New York corporation hereinafter referred to as the “Employer,” and the NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS of AMERICA, hereinafter referred to as the “Guild,” or “Union,” for itself and on behalf of all employees of The Associated Press described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

Article 1 - COVERAGE

1. This agreement covers all Technicians, Senior Technicians, Customer Relations Specialists, Tier 1 Product Support Specialists and Tier 2 Platform Specialists of Associated Press System engaged in the operation, maintenance and installation of all equipment owned or leased by the Employer in its leased wire and/or wireless news, picture and radio services within the United States, including such services operated for wholly owned American subsidiaries, but excluding operation of non-photographic facsimile recorders and specifically excluding the following positions: AP officers, Technology management including Technology managers, assistant Technology managers, senior network operations center managers, network operations center managers, systems engineers, technology specialists and all employees represented by Local 31222, News Media Guild's Editorial Unit contract.
2. The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article, namely the operation, maintenance and installation of all equipment owned or leased by the Employer, shall be performed by employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement, provided that nothing in this Agreement shall be construed as barring the Employer from discontinuing any of its present operations or effecting technological changes in its operations or as barring non-union employees in the categories excluded from this Agreement under Section 1 of this article from continuing to perform the work done by them as part of their normal function.

Specifically, respecting excluded personnel who are also trained technicians, nothing in this article shall prevent them from managing, directing, supervising, overseeing and participating in tasks associated with the operation, maintenance and installation of all equipment owned or leased by the Employer. However, such participation shall not result in a numerical staff reduction of the employees covered by this Agreement, nor shall it result in any loss of regular pay or removal from entitled classification or forced transfer from any bureau or department and, further, such participation in operation, maintenance and installation of equipment shall not include full-time bargaining unit work or assignment to special events on a full-time basis without the assistance of employees covered by this Agreement.

3. The "Associate Status" described in First-F of one of the parties' predecessor agreements has been discontinued.

4. All employees covered by this Agreement shall be and remain members of the Union within thirty (30) days after the execution of this Agreement or within thirty (30) days after hire, whichever is later. Employees listed in Appendix A who become members of the Union shall maintain such membership for the duration of this Agreement and extensions thereto.

5. Employer agrees to maintain an overall ratio of 4:1 between bargaining unit employees and Technology Managers and/or Assistant Technology Managers during the life of this Agreement.

6. It is agreed that upon written notification to the Employer that any employee is not a member in good standing where Union membership is required by this Article, such employee shall be suspended from service within not to exceed two (2) weeks and shall not be permitted to work until the Employer is notified by the Union that the employee is in good standing with the Union.

Article 2 – CHECK OFF

Upon a regular employee's voluntary request, the Employer shall deduct such an employee's Union dues, and/or assessments, according to a certified schedule to be furnished by the Union from time to time, from the employee's salary account, unless such authorization is revoked in writing by the employee.

Such sums shall be paid to the Secretary-Treasurer of the News Media Guild not later than two (2) weeks after the deductions have been made.

Such request shall be made to the Treasurer of the Employer on the following form, to be supplied by the Union:

Treasurer:

The Associated Press

I hereby voluntarily request and authorize The Associated Press to deduct from my salary account bi-weekly a sum equal to my regular Union dues, as certified by the Union Secretary-Treasurer to The Associated Press.

I further authorize The Associated Press to deduct from my salary account from time to time whatever sums are certified by the Union Secretary-Treasurer to The Associated Press as my regular Union assessments. Such sums are to be paid to the Secretary-Treasurer of the Guild not later than two (2) weeks after the deductions have been made.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one (1) year each from the date appearing below or until the termination of the Collective Bargaining Agreement between yourself and the Union, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one (1) year each from the date appearing below or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Union by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorization heretofore given by me in relation to my Union membership dues.

Employee's Signature _____
Bureau and Classification _____
Date _____

The Guild agrees to indemnify and hold the Employer harmless against any and all claims, losses, and liability for or on account of any employee salary deductions remitted to the Guild pursuant to the terms of this Article.

Article 3 – PAYROLL INFORMATION

1. The Employer agrees to furnish to the Guild the following information and payroll data for employees within Guild jurisdiction solely for use in collective bargaining between the Employer and the Guild.

2. The Employer shall provide the Guild monthly, within 15 days of the month in which the information became effective, with the following information:

- (a) For new hires: name, sex, birthday, address, Social Security number, date of employment, classification, department, starting salary, economic differential, experience rating and experience anniversary date.
- (b) For deletions: The information in (a) above and the reason for deletion.
- (c) For transfers: The effective date and bureau or department transferred to and from, salary and economic differential and any change of status.
- (d) In the case of part-time employees the initial report will include the number of hours assigned.
- (e) For rehires: The information in (a) above plus the location of previous employment, the date removed from payroll, and the dates of the applicable probationary period as provided for in Article 6 (Job Security), Section 4 for former regular employees or as it applies under Article 20 (Temporary Employees), Section 3.
- (f) Merit increases granted, name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

3. Up to thrice annually, upon request the Employer will provide a list of employees exempt from the hours and overtime provisions of Article 19 (Hours, Overtime and Work Schedules) with name, bureau, department, classification and reason for exemption. The Employer also shall supply the Guild annually, on request, a list of employees grouped by bureau and by department.

4. Up to thrice annually, upon Guild request and in a format specified by the Guild, where practical, the Employer will supply the Guild with a payroll list of employees covered in the unit and grouped by classification, and identified by bureau and department. This list will use names, date of birth and include minority grouping, service entry date, full years of service, experience anniversary date, weekly salary, date and amount of last merit increase. Also, at the same time, the Employer shall furnish a participation status report (showing the total number of participating employees) on the health, contributory group life and pension plans. By July 15 of each year, the AP will provide to the Guild a numerical breakdown of women, blacks, Hispanics, Asians, Native Americans, disabled persons and Vietnam Era veterans of the bargaining unit to the best of AP's knowledge.

5. The Employer shall supply the Guild no later than each June 1 the following information with respect to the Revised Retirement Plan for employees of The Associated Press represented by the Guild:

- (a) A list of all pensioners in the plan as of the preceding January 1. Such list shall include the date of birth, date of retirement, length of service and amount of benefit.
- (b) A list of “inactives” in the plan.
- (c) The annual valuation of the plan as prepared by the actuary.

Article 4 – GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application of this Agreement or affecting the relations of the employee and the Employer.
2. Grievance procedure shall be initiated at the Technology Manager or department head level, where every reasonable effort shall be made to resolve the differences, except that grievances concerning a dismissal or alleged violation of Article 6, Section 3 of this contract may be taken directly to the national level. The grievance must be submitted in writing to the Employer within 90 calendar days of the occurrence of the event complained of, or in the case of a suspension, within 90 calendar days after written notice of the suspension is delivered to the Guild office in New York. A copy of the letter of suspension shall be sent to the Guild office within 14 days. Provisions of this article and Article 5 shall not apply on any grievance submitted more than 90 calendar days after the occurrence of the event complained of. The Guild agrees to inform the Employer in advance of the nature of the grievance.

This information, to be supplied in writing, shall include pertinent details of the grievance, such as the names of the employees involved, the dates and, in cases of claimed contract violations, the article or articles on which the grievance is based. Once the grievance notification has been given, the grievance shall be settled only through grievance procedure set forth in this article or Article 5; however, only disputes in which it is claimed that an article or articles of this Agreement have been violated may be submitted to arbitration.

- (a) In cases of grievances involving claims of continuing violations, the remedy period shall be limited to 90 days prior to the filing of the grievance.

3. The Employer agrees to meet with the committee within five calendar days after request for such meeting is received in writing as provided in Section 2 above. A maximum of two members of the grievance committee shall be given time off for such meetings, or more if by mutual agreement. If the Employer denies the grievance at the local level, the Guild shall be notified in writing within five calendar days of the last local meeting.

4. The Employer agrees to meet with Guild representatives at the national level on any grievance not settled after reasonable effort at the local level, provided, however, that such request for a meeting at the national level must be made within 45 calendar days of the written denial at the local level. Every reasonable effort shall be made to resolve the differences. No grievance may proceed to arbitration under this article or Article 5 (Arbitration) without a national grievance meeting and, further, provisions of this article and Article 5 (Arbitration) shall not apply on any grievance submitted at the national level more than 45 calendar days after the written denial at the local level. The Employer agrees to meet with Guild representatives at the national level within five calendar days after written notice to the Employer stating the nature of the grievance, unless this time is extended by mutual consent. A maximum of three members of the grievance committee shall be given time off for such meetings. If the Employer denies the grievance at the national level, the Guild shall be notified in writing within five calendar days after the last national level meeting on the dispute.

Article 5 – ARBITRATION

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 (Job Security), Section 3.

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.

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 his/her duties, or where discharge is self-provoked for purposes of collecting dismissal indemnity. In the latter specified instances oral 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 Articles 25 (Military Service) and 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. There shall be no discharge of or other discrimination against any employee because of his/her 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, race, creed, color, national origin, disability or status as a Vietnam Era veteran to the extent prescribed by law. The AP prohibits discrimination in employment on the basis of an employee's sexual orientation to the extent prescribed by the New York City Administrative Code.

4. 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 his/her 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 his/her 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 lifting 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. The Employer shall give regular employees displaced by the transfer of a particular function of a bureau or department the option of accepting a transfer with the function to another bureau or department or accepting dismissal indemnity in lieu of a transfer. In case of the cessation of functions of a bureau or department, the Employer shall offer transfers to the regular employees affected or, if unable to do so, shall reduce the force, in accordance with Section 6. Should the employee decline a transfer or be released by reduction of force he/she shall receive dismissal indemnity/severance as provided for in Article 7 (Dismissal Indemnity/Severance), Section 5. Acceptance of dismissal indemnity/severance by an employee under either of the conditions set forth above shall be entered on the records as a layoff.

6. In the case of a reduction in staff, the Employer will follow established practice of giving due weight to the seniority of the employees in the same classification in the bureau or department in selecting the employee to be discharged. Specifically, where the senior employee is qualified for the work available, the employee with the least seniority in the affected classification will be selected.

7. Employees laid off under Sections 5 and 6 of this Article shall have their names placed for eighteen (18) months on a preferential list for re-employment in the particular bureau or department location concerned and shall be re-employed if a vacancy occurs during that period. Seniority shall prevail on re-employment where employees are qualified for the available work.

8. 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 (Dismissal Indemnity/Severance), Section 5. 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 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 \$4,000 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.

9. The Employer shall furnish employees a 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 employee shall be entitled to file a response, which the Employer shall place in his/her personnel file. Upon request, each employee shall receive an assessment of his/her 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 Technology Manager or department head. The employee shall be given a copy of the written annual appraisal to be placed in his/her personnel file, and shall have the right to have a written response entered with it.

10. Employees shall not be suspended, discharged, or otherwise disciplined because of their inability to maintain or operate equipment on which they have not been trained.

11. It is agreed that employees should be appropriately attired for the assignment they are on and the geographic area in which they work. The Employer agrees that if an unexpected assignment requiring construction type attire occurs, they will compensate the employee for any damage to their clothing.

Article 7 – DISMISSAL INDEMNITY/SEVERANCE

1. Except as noted in this article, dismissal indemnity shall be paid to any employee who has completed the trial period and who is discharged, in addition to four weeks' notice of discharge, provided the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

2. Except as noted herein, dismissal indemnity shall be paid in a lump sum at the rate of two weeks' of pay for the first six months of service, plus one week's pay for each subsequent full six months of continuous service up to a maximum of 72 weeks' pay for 426 months or more of continuous service. Employees who are terminated for poor performance will be paid dismissal indemnity in a lump sum at the rate of one (1) week's pay for each full 12 months of continuous service up to a maximum of 36 weeks' pay for 426 months or more of continuous service with the Employer.

3. Indemnity shall be based on the highest regular weekly salary received by the employee during his/her last continuous employment with the Employer.

4. Dismissal indemnity need not be paid to any employee discharged for 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.

5. Employees who are terminated due to staff reductions at a new or merged business within 24 months of an entity's acquisition by the Employer will be paid dismissal indemnity in a lump sum at the rate of one week's pay for each full 12 months of continuous service with the Employer up to a maximum of two (2) weeks pay. Except for those employees who are terminated within 24 months of an entity's acquisition by the Employer, anyone covered by this Agreement shall receive dismissal indemnity according to the schedule contained in Section 2 of this article if they are affected by a staff reduction. In addition, they shall receive a severance payment based on the following schedule: two weeks' pay for employees with less than five years of service; four weeks' pay for those with five or more but less than 10 years of service; six weeks' pay for those of 10 years or more but less than 15 years of service; and eight weeks' pay for those of 15 years or more of service. In the case of an employee who worked for another entity at the time it was acquired by the Employer, service time and severance/dismissal pay eligibility shall be determined in accordance with the terms of the buy/sell agreement. But in no case shall the Employer pay any severance under this schedule unless the employee actually is separated from the Employer's service and the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

6. In the event of death before retirement, the Employer shall pay to a designated beneficiary, or the employee's estate if no beneficiary has been designated, an amount equal to the dismissal indemnity to which the employee would have been entitled on termination by the Employer at time of death, provided, however, that no such payment shall exceed \$7,500. The Employer may, however, deduct from the aforesaid amount the proceeds of any group life or casualty insurance to which the employee was entitled by reason of employment with the Employer.

Article 8 – NORMAL WORK

1. The Employer shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer will take cognizance that additional duties imposed on employees will limit their ability to perform the amount of work previously done.

2. Should the Employer create a new job category or new job duty within the Guild's jurisdiction, the Employer shall notify the Guild and the parties shall negotiate a new minimum compensation. If agreement on minimum compensation cannot be reached, the controversy shall be submitted to final and binding arbitration under the procedure set forth in Article 4 (Grievance Procedure) and Article 5 (Arbitration). A change in the method of operation shall not be considered a new job duty unless such change materially

alters the job function. It is recognized that the normal work of wage classification “A” employees covered by this Agreement requires newsgathering and newsreporting in all media formats, which does not materially alter job functions or require additional compensation. Nothing in this Agreement shall preclude the Employer from adopting technological advances in newsgathering, production, and/or distribution and such changes do not constitute new job categories or new job duties.

Article 9 – TRANSFERS

1. The policy of the Employer is to meet the needs of the service and, wherever possible, to provide wider opportunities for employees. Employees desiring transfer opportunities should make known their wishes in writing to their Technology Manager or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit. Transfers to other bureau cities shall be made only by mutual consent of the Employer and the employee, and no employee shall be penalized for refusing to accept a transfer, except as specified in Article 6 (Job Security).

2. The Employer shall pay the transportation expenses of the employee, the employee’s spouse, dependent children, same-sex domestic partner as defined under the eligibility requirement for the company health plan and other dependents living in the employee’s household at the time the transfer is offered, the transfer of the employee’s household goods and effects, the total not to exceed an amount estimated by the employee and approved by the Employer in advance. The Employer also shall pay living expenses of the employee and aforesaid dependents until the employee finds adequate housing. Settling shall be done as expeditiously as possible, but in no case shall the Employer be required to pay living expenses for more than four weeks. Consideration shall be given by the Employer to those cases in which the need for living expenses exceeds four weeks.

3. In the case of a transfer, or under other circumstances when approved by the Employer, the Employer will pay expenses for one round trip of the transferring employee to the employee’s former home as part of the settling agreement. If more than one such trip is required for settling, the Employer shall extend consideration to the affected employee for expenses incurred in the additional trips.

4. There shall be no reduction in salary because of a transfer, unless an employee exercises his/her option under Article 6, Section 2. However, an employee transferring to another bureau city shall receive the economic differential applicable to the city to which he/she is transferred; the employee will be informed in writing before the transfer of any change in the differential. No employee may agree to terms less than those provided by this Agreement.

5. The Employer shall not be bound by Section 2 above when an employee requests a transfer for personal reasons and the Guild office in New York will be advised of any

transfers made under this provision. A written request for transfer filed with the Employer as outlined in Section 1 of this article shall not of itself be considered a transfer request for personal reasons.

Article 10 – ADVANCEMENT OPPORTUNITIES

1. (a) With the exception of senior management positions, notices for all employment opportunities, whether or not covered by this Agreement, shall be posted by the Employer electronically. These notices shall provide employees two weeks from the transmittal date to make application for the positions, except on those rare occasions when AP needs to fill a particular vacancy more rapidly, in which cases the Employer shall notify the Guild in writing.

(b) Employees desiring transfer opportunities should make known their wishes, in writing, to their Manager, with a copy sent to Human Resources in New York, to get them on record for consideration when conditions permit, as provided in Article 9 (Transfers). In such cases, the employee may also forward a copy to the Manager in the location to which the employee seeks a transfer.

(c) The Employer shall retain the exclusive right to determine who shall fill any vacancy, subject to any applicable provisions of this article.

(d) No employee shall be penalized for refusing to accept a promotion, except as specified in Article 6 (Job Security).

2. (a) For openings in the technician classification, preference over new applicants shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform, with the Employer being the sole judge of the employees' ability.

(b) In all other classifications covered by this Agreement, preference shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform. In selecting employees for advancement, the Employer will give preference to length of service.

(c) Nothing herein is intended to exclude other Associated Press employees from consideration.

3. Employees desiring an opportunity to advance to the technician classification may be given tryouts as specified below:

(a) If the tryout occurs because of a vacancy on the regular staff, the tryout period will not exceed six months, with the employee receiving performance appraisals after two and four months. In the event such employee proves able to perform such duties

regularly, he/she shall be given the proper classification on a regular basis. If unable, he/she shall revert to the old classification and duties without loss of benefits to which he/she might be entitled.

(b) If the tryout occurs because of a temporary vacancy or project (such as vacation relief, disability relief or a leave of absence), the tryout period will not exceed nine months, with the employee receiving performance appraisals after three and six months. At the conclusion of such a temporary assignment, before the employee's return to the old classification, he/she will be provided with an appraisal of the work in the higher classification.

4. Employees desiring an opportunity to advance to classifications other than those specified in Section 3 above may be given tryouts for a period of three months, and will be given performance appraisals after one and two months.

5. The salary during such trial periods shall not be less than the employees' wages for their present classification, or the starting minimum in the new classification, whichever is higher.

6. Reassignment of an employee to higher classification work shall not be deemed a work schedule change calling for penalty payment under the provisions of Article 19 of this Agreement.

7. All Union employees shall be given every opportunity to advance their careers with the Employer and are encouraged to pursue outside educational opportunities. If a Union employee takes such courses, approved by the Employer in advance, the Employer shall reimburse the employee for said 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 by the Employer, in writing, in advance.

It is expressly understood and agreed, however, that should any employee resign within two (2) years after completion of the last course, examination or course materials paid for by the Employer for any employee's advancement toward eligibility, in whole or in part, for the certification differential payable under Article 11, then the employee must reimburse the Employer from his/her terminal wages, accrued vacation and, if necessary, personal assets, for the pro-rata cost of the course work, written materials and/or certification examinations paid for by the Employer for the employee's benefit and on his/her behalf.

The Employer shall provide adequate training on equipment under the Technician's jurisdiction, including satellite communications systems and related equipment, and shall further provide, subject to availability, information (manuals, schematics, educational and trouble-shooting material) necessary to aid proficiency in servicing said equipment. Such training may be, but is not limited to, formal classes at the New Jersey Production Department. The Employer will use its best efforts to provide a list of such planned classes with as much notice as practical to allow employees to request training.

The Employer will establish the training schedule and employees' regular calendar workweek schedule may be modified accordingly without penalty. Upon completion of said training, the employees' schedule will revert back to their normal schedule at the beginning of the calendar week immediately following said training.

It is further agreed that, for the life of this Agreement, the Employer will provide \$1,000.00 per year to update the New Jersey Production Department Library, based on recommendations from the field.

Article 11 – WAGE MINIMA

An employee must be A+ certified and Network+ certified in order to be classified and paid as a technician or senior technician.

If an employee was classified previously as a broadcast engineer and has been reclassified as a technician under the terms of this Agreement, then he/she must obtain the A+ and Network+ certifications on or before March 1, 2010.

TECHNICIANS	
Years of Experience	3/2/2009
In The 1 st Year	\$694.62
In The 2 nd Year	\$820.30
In The 3 rd Year	\$946.04

CUSTOMER RELATIONS SPECIALISTS	
Years of Experience	3/2/2009
In The 1 st Year	\$694.30
In The 2 nd Year	\$737.69
In The 3 rd Year	\$781.10

TIER 1 PRODUCT SUPPORT SPECIALISTS	
Years of Experience	3/2/2009
In The 1 st Year	\$715.00
In The 2 nd Year	\$760.00
In The 3 rd Year	\$805.00

TIER 2 PLATFORM SUPPORT SPECIALISTS		
Years of Experience	3/2/2009	3/1/2010
In The 1 st Year	\$800.00	\$820.00

In The 2 nd Year	\$840.00	\$880.00
In The 3 rd Year	\$880.00	\$945.00
In The 4 th Year		\$990.00
In The 5 th Year		\$1,055.00

Differentials

	3/2/2009
System Specialists	\$98.62
Senior Technicians	\$56.27

The Employer agrees to pay Technicians the following Economic Differentials:

Class A Bureaus – 11.41% (eleven point forty-one percent) of base salary or \$80.00 weekly, whichever is greater, applicable in Cranbury, New York City, Washington D.C., Boston, Chicago, Los Angeles and San Francisco.

	3/2/2009
Class A Economic Differential	\$107.95

Seniority Differentials

Employees in all classifications shall receive as regular wages:

	3/2/2009
After 2 Years	\$17.95
After 3 ½ Years	\$23.56
After 5 Years	\$29.17
After 7 ½ Years	\$34.78
After 10 Years	\$46.16
After 15 Years	\$52.02
After 20 Years	\$57.22
After 25 Years	\$66.91
After 30 Years	\$72.83
After 35 Years	\$77.93

Employees working three-fourths (3/4) or more of the full work week shall be entitled to full seniority differential. Employees working at least one-half (1/2) but less than three-fourths (3/4) of the full work week shall receive one-half (1/2) of the seniority differential.

Certified Technicians

A Certified Technician is a technician who has successfully completed all of the prescribed courses and tests as outlined below and will receive the specified differential.

Any technician who received the weekly differential of \$60.00 for the CCNA on or before November 30, 2008, shall have that weekly amount added to his/her base salary on December 1, 2008. Thereafter the CCNA differential shall be eliminated and no employee shall receive any additional payment or differential for receipt and/or maintenance of the CCNA.

Any technician who attains a Microsoft Certified Software Engineer (MCSE) certification, shall receive a weekly differential of \$60.00. Any technician who attains a Web Systems certification (CIW – Level 1), a Certified Video Engineer certification, a Microsoft Certified Systems Administrator (MCSA) certification and/or a specified MAC certification shall receive a weekly differential of \$35.00 for each certification achieved, up to a maximum of \$130 per week for any and all certification differentials. Employees must maintain such certification at the intervals required by the certification authority in order to continue to receive the certification differential. The Employer will bear the cost of the initial re-certification examination. If the employee is not successful in retaining certification through the first examination, any subsequent cost to regain such certification will be at the employee's expense.

Upon written request to and approval of the Director of US Field Support, employees, who otherwise meet the criteria for MCSE, MCSA, CIW, CEV or MAC training and aspire to MCSE, MCSA, CIW, CEV or MAC certification, will be afforded at least three (3) hours and up to five (5) hours per week for CBT training, operating conditions permitting. Any technician requesting such training who has been subject to any disciplinary action within the past 12 months will be disqualified for selection.

Article 12 – SYSTEM SPECIALISTS AND SENIOR TECHNICIANS

1. System Specialists

A System Specialist is an employee who, by virtue of ability and experience, has been selected by the Employer to work in a "Technical Center" and has agreed to be so assigned.

A System Specialist will operate, maintain, and install the sophisticated equipment used in such centers. Typically, this would include VAX computers, Wide Area Network and leased line interfacing devices, digital carrier systems, satellite uplinking devices and other equipment necessary to maintain the Employer's communications networks.

A System Specialist will receive a differential of \$98.62 per week in addition to the normal Technician compensation, including all other differentials provided under this Agreement.

System Specialists' work schedules and assignments will be at the sole discretion of the Employer subject to provisions of Article 19, Hours, Overtime and Scheduling.

After an initial twenty-four (24) month period, a System Specialist desiring to transfer from the assignment may do so by providing twelve (12) months notice and requesting a transfer, under the provisions of Article 9 of this Agreement, to an assignment for which he or she was previously qualified.

2. Senior Technicians

Any employee receiving the senior technician differential as of the date of this Agreement will continue to receive a differential of \$56.27 per week, including all other differentials provided under this Agreement, through August 31, 2009 or the date his/her employment concludes, whichever occurs first. At the conclusion of business on August 31, 2009, the senior technician differential will be eliminated and, thereafter, no employee will be eligible for or receive payment for that differential.

On and after September 1, 2009, the Employer will create the new classification of Senior Technician, which will be covered under Article 1 of this Agreement.

The Employer will select Senior Technicians from among qualified bargaining unit technicians. The Employer will select employees for this classification in its sole discretion and determination of whether an employee, by virtue of his/her ability and experience, is capable of working independently with minimal supervision; is capable of providing guidance to other technicians and/or functioning as a team lead; can instruct new technicians; and can be assigned a schedule that supplements the Employer's need to provide coverage and insure stability of the technology network.

Senior Technicians will receive a minimum weekly salary that is \$110.00 per week greater than the effective third year wage scale established for a technician. Senior Technicians will also be eligible for all differentials provided under this Agreement. As a condition of this classification and in exchange for its higher weekly salary, Senior Technicians will be required to remain on-call at times designated by the Employer and Sections 5, 6, and 7 of Article 19 will not apply to Senior Technicians, except that Senior Technicians will receive premium pay for any overtime actually worked. Additionally, Senior Technicians' work schedules and assignments will be at the sole discretion of the Employer, subject to provisions of Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13 and 14 of Article 19, Hours, Overtime and Scheduling.

On and after September 1, 2009, if a Technician declines or wishes to discontinue an appointment to Senior Technician, then the Employer is under no obligation to place the

employee in an alternate position and the employee may be subject to layoff pursuant to Article 6.

Article 13 – GENERAL INCREASE

Employees on the Employer's payroll on March 2, 2009 shall receive a 2 percent increase to their regular weekly salaries.

On December 1, 2009, The Associated Press agrees to pay a one-time lump sum of five hundred dollars (\$500.00) to each full-time employee in both the editorial and technology bargaining units, provided said employee is either actively employed, on a paid leave or on an approved unpaid leave of absence as of that date. Said amount shall be pro-rated for part-time employees based upon actual time worked during the year December 1, 2008 through November 30, 2009. This one-time lump sum payment shall not be added to an employee's base compensation and shall not be included in any calculation of payments that are due or may be due to employees under the collective bargaining agreements for wages, overtime or any form of premium pay or paid time off.

Article 14 – GENERAL WAGE PROVISIONS

1. Credit in the foregoing classifications, unless otherwise specified, shall be given for equivalent experience acquired in full-time or regular part-time work in each of the classifications specified in the contract.
2. Any employee who performs work in more than one classification shall receive the rate of pay of the higher classification for the time worked in such classification, except as modified by Article 10 (Advancement Opportunities). It is agreed that the compensation shall be at least \$15.00 per week more than the salary for the lower classification if an employee is assigned to perform eight hours or more a week in a higher classification. A day's experience in the higher classification shall be credited for any part of a day worked therein. Any overtime worked in the higher classification shall be compensated at the overtime rate of the higher classification.
3. An employee hired at or advanced to a salary above the minimum for his/her classification experience after the date of the signing of this Agreement shall be credited automatically with an experience equal to or nearest the rating to which his/her salary applies.

Article 15 – SUPERVISORY DIFFERENTIALS

All current practices that provide for differential pay for supervisory shifts shall remain for the life of this contract.

Article 16 – INDIVIDUAL BARGAINING

1. It is the established policy of the Employer to grant salary increases to employees on the basis of individual performance and merit. Such policy may be continued and the Guild will limit its consultation thereon to verifying (a) the number and (b) the frequency of such increases. Distribution of individual increases during the term of this Agreement will conform to the normal practice of the Employer. It is the normal practice of the Employer to review the performance of each employee at least once during a year. The Employer will supply the Guild with lists of merit increases to be granted, such lists to contain the name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

2. Any employee represented by the Guild may bargain individually with the Employer as to the employee's hours, wages and working conditions except that he/she may not bargain for terms less than those provided herein.

Article 17 – NIGHT AND SUNDAY DIFFERENTIAL

1. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on at least four nights a week shall receive a weekly night differential of \$30.43 if their salaries are less than \$50 weekly, or \$36.76 if their salaries are \$50 weekly or more.

2. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on three or fewer nights a week shall receive one-fourth of the full weekly night differential for each such daily trick.

3. Employees regularly assigned to work at any time between 3 a.m. and 6 a.m. (local time) shall receive an additional payment of \$9.79 for each such daily trick but shall receive the full weekly overnight differential of \$39.30 if they work two or more early tricks.

4. Employees regularly assigned and required to work on Sunday and whose Sunday trick begins after 6 a.m. and ends before 7 p.m. (local time) and who are not already receiving a night differential under Section 1 above, shall receive a Sunday differential equivalent to the daily night differential formula in Section 2 of this article.

5. There shall be no deduction of night differential or Sunday differential for holidays off, sick leave, vacations or joint contributions to the Employer's voluntary pension plan.

Article 18 – EXPENSES

1. The Employer shall pay expenses incurred by an employee in the course of the employee's work when the Employer has authorized such expenses. Such authorized expenses shall include transportation, if required.

2. For the authorized use of an employee's automobile, the Employer agrees to pay:

(a) The established IRS rate when the employee is authorized to use his/her automobile, but not less than \$12.50 per day. Effective December 1, 2009, the daily rate shall increase to \$15.00.

(b) A weekly allowance to technicians who use their own cars in their work, as opposed to a car leased by the Employer, such allowance being at least five times the daily allowance in Section 2 (a) of this article. The mileage reimbursement outlined in Section 2 (a) of this article shall apply to 50 miles a week for employees on such an allowance for making their automobiles available. Thereafter, the mileage reimbursement shall apply only after the employee receiving the weekly allowance drives on assignment more than 125 miles in a workweek.

(c) Necessary parking fees where free parking is not available at the place of authorized car use.

(d) Any technician receiving the weekly allowance specified in (b) shall not receive such minimum during weeks in which he/she is on out-of-town assignments for the entire week and does not use his/her personal car.

(e) Any technician who agrees to make his/her personal automobile available for business use and who receives the weekly allowance specified in (b) will be reimbursed for the actual additional cost of the premium needed to insure his/her automobile at the business use rate rather than at the personal pleasure use rate, up to an annual maximum of six hundred dollars (\$600). Employees must provide one (1) week's advance written notice of a decision to cease business use of his/her automobile and must reimburse the Employer for the business use premium for any period of non-utilization of not less than one (1) week. Employees will provide one (1) week's advance written notice of an intention to resume business use of a personal vehicle.

(f) The Employer shall have the option of providing a leased vehicle in lieu of the mileage compensation rates and/or weekly minimums described above. The type of vehicle shall be at the sole discretion of the Employer however, no new vehicle with

less than a four (4) STAR rating, as determined by the National Highway Traffic Safety Administration (NHTSA), will be provided as a regular replacement vehicle through normal advance ordering procedures. When circumstances dictate that a replacement vehicle is needed before it could be supplied via normal advance ordering procedures, or, in areas where all-wheel drive is selected a three (3) STAR rating will be permitted.

(g) Passenger cars provided will be either full size or intermediate station wagons or sedans. Again, these vehicles will not exceed the safety standard stated above and will be equipped with the same optional equipment currently provided, if available. We also pledge that we will not assign a compact or sub-compact car to any Technician except by mutual consent and that we will add no more than five (5) additional bureau cars to our fleet.

3. The Employer agrees to notify any affected employees 90 days in advance if a company vehicle is to be supplied for the employee's use. If an Employee is assigned a company vehicle on a regular basis, the Employer agrees to provide six months' written notice to the affected employee when the vehicle is to be withdrawn. If it is not possible to give the full six months' written notice, then in lieu of notice, the Employer will pay the Employee \$100 a month up to a maximum of \$600. The Employer will reimburse employees promptly for damage sustained by employee-owned vehicles in connection with assigned coverage of civil disorders, riots and insurrections. Other accidental damage to the employee's automobile while on company business, not reimbursed by insurance, will be reimbursed up to \$750. All other accidental damage to employee's personal property while on company business will be considered on a case basis.

4. The Employer agrees to carry Business Travel Accident insurance coverage with a death benefit of \$200,000 for employees who are on assignments. An employee will be reimbursed a maximum of \$5.00 to cover insurance the employee buys on a scheduled passenger airplane flight for business purposes. The employee shall present paid vouchers covering this expense.

5. The AP will replace damaged or stolen cell phones, cameras, laptops and/or digital recorders of Guild employees if the damage or theft occurred during the course of work for the AP and if the equipment was required for the assignment. Employees should use AP equipment instead of personal equipment whenever such equipment is available. (If the employee chooses to use their own equipment when AP equipment is available the damage or theft is not covered.)

Article 19 – HOURS, OVERTIME AND WORK SCHEDULES

1. The normal workweek for all employees except those noted in Section 4 of this article shall not exceed thirty-seven and one-half (37½) hours within any five (5) days of the week, whether consecutive or not.

2. The normal workday for all employees except those noted in Section 4 of this article shall be seven and one-half (7½) hours within eight (8) hours. Time worked in excess of seven and one-half (7½) hours but not more than eight (8) hours in any day shall be compensated for at straight time in cash. All time worked in excess of eight (8) hours in any day and forty (40) hours in any week shall be compensated for at time and one-half in cash, including such differentials as may be paid to the employee.

(a) Employer agrees to equitably offer and distribute open shifts among available employees doing the same or comparable work. An employee's refusal of or failure to respond to such an offer will be considered a shift worked for the purpose of determining equitable distribution.

3. For the purpose of this article, a day off is defined as a minimum of twenty-four (24) hours, except where an employee's days off are split, in which case the minimum shall be defined as twenty-seven (27) hours.

(a) All employees shall be granted a meal break within one hour of the midpoint of the employee's shift, at the employee's option.

4. Employees assigned to the "early" shift or overnight shift tour and scheduled to work between the hours of 6 p.m. and 7 a.m. (local time) shall have a normal workweek of thirty-five (35) hours. The normal workday for such employees shall be seven (7) hours within seven and one-half (7½) consecutive hours. Employees assigned to the "early" shift or overnight shift tour and scheduled to a four (4) day workweek shall have a normal workweek of thirty-five (35) hours, and the normal workday for such employees shall be eight and three-quarter (8.75) hours within nine and one-quarter (9.25) consecutive hours.

5. Except as noted below, any employee recalled to duty shall receive not less than five (5) hours at the overtime rate in cash, in addition to any other overtime worked that day. Any employee who works on his/her day off shall receive not less than a full day's pay at the overtime rate, provided, however, that part-time employees will receive overtime payment on a pro-rata basis only for time worked when not scheduled. Except when employees are on a day off or on vacation, employees shall work overtime when reasonably requested or required to do so.

6. Work schedules shall be dated and posted electronically or physically on Friday, sixteen (16) days preceding the workweek for which they apply, without penalty. Except as noted below, the Employer will pay four (4) hours at the overtime rate to each affected employee for each day until a late schedule is posted. The workweek shall be Monday through Sunday.

(a) Except as noted below, after the deadline for the posting of the schedule, changes may be made without penalty as follows: (1) to cover bona fide news emergencies resulting from unforeseeable and extraordinary news developments; (2) to cover staff emergencies arising because of the illness of one member of the staff or subdivision in a bureau or office where fewer than six (6) employees are assigned; or (3) to cover staff emergencies arising because of illness of more than one member of the staff or subdivision in a bureau or office where six or more employees are assigned; (4) to cover the absence of an employee who resigns unexpectedly after a schedule has been posted; (5) to accommodate a request for Guild leave when fewer than sixteen (16) days' notice has been provided by the Guild representative; or (6) to cover the absence of an employee granted compassionate leave (Article 24, Section 6), or an FMLA leave (Article 26, Section 6).

(b) Employees whose posted schedules are changed without the authority provided to the Employer under Section 6(a) herein shall be compensated at the rate of time and one-half for each day the schedule is changed in addition to any overtime worked during the week.

(c) All schedule changes shall be held to the absolute minimum possible, and in any instance shall involve as few employees as possible. In the event of changes, the appropriate Guild unit representative shall be notified.

7. The Employer agrees to make every effort to maintain a regularity of daily working assignments, to give consecutive days off and to provide reasonable rest intervals between the end of a working day and the start of a new day. A minimum of twelve (12) hours shall be allowed in case of the latter. No employee shall be scheduled for more than two (2) different starting times a week, provided, however, that a variance of one (1) hour in either of the maximum two (2) starting times per week shall not be considered to be three (3) or four (4) starting times, nor shall it be a violation of this Section. However, once the second starting time has been established, there can be no return to the first starting time during the employee's workweek. No employee shall be scheduled for more than seven (7) consecutive days of work. The restrictions herein do not apply during weeks in which there are general elections or statewide primary elections.

8. Schedules shall not be used to punish or harass employees.

9. Time spent in traveling on assignment shall be considered working time in the meaning of this Agreement. Nothing herein shall require the Employer to compensate the employee for sleeping time during travel.

10. Employees whose overtime assignments deprive them of adequate rest intervals before time to meet their next regular schedules shall be allowed reasonable latitude in reporting for the next regularly scheduled starting time, subject to the approval of the Technology manager or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstances shall be made.

11. The Employer shall cause a record of all overtime to be kept. Such record shall be made available for inspection by the union upon request.

12. In determining overtime rates in this Article, the Employer shall include as part of the base salary for the day or week all differentials due the employee for the workweek in which the overtime occurs.

13. Senior Technicians after September 1, 2009, and Technicians, who work alone in one-person bureaus, by mutual agreement may be exempted from provisions of Sections 6 and 7 herein. The Employer agrees that the exemptions are intended to give the affected employee broader discretion in setting his/her own working hours and shall not be used to avoid payment of overtime. The Employer recognizes the need for and encourages exempted employees to take consecutive days off and ensure rest intervals of at least 12 hours.

14. Except as noted below, any employee who agrees to be on-call to handle emergencies during hours a bureau does not have scheduled coverage shall receive a minimum payment of one (1) hour pay, at the overtime rate, for each consecutive eight (8) hour period.

If while scheduled to be on-call, the employee is required to respond to an emergency, in addition to the on-call differential, the employee shall be paid overtime in accordance with the provisions contained in this Agreement, travel time inclusive.

Senior Technicians are exempt from this Section and are required to remain on-call at times designated by the Employer as covered in Article 12, Section 2 of this Agreement.

15. Tier 1 Product Support Specialists and Tier 2 Platform Specialists are exempt from the penalty pay provisions of Section 5 and from all of Sections 6 and 13 of this Article. Product Support and Platform Specialists may be required to remain on-call, on a rotating basis, at times designated by the Employer. Such employees required to remain on-call shall receive two (2) hours pay at the overtime rate for each day of on-call service, which includes payment for reviewing and responding to electronic communications received during the course of the on-call day. In the event that such an employee's actual time worked during an on-call day exceeds two (2) hours, then he/she shall receive payment at the overtime rate in accordance with Section 2 of this Article for time actually worked rather than the on-call payment. Product Support and Platform Specialists may exchange an assigned on-call shift with another specialist in the same classification, provided each affected specialist and the Employer consent to the exchange.

In lieu of the amount specified in Section 5 of this Article, Product Support and Platform Specialists who are recalled to duty shall receive two (2) hours at the overtime rate, or overtime pay in accordance with Section 2 of this Article for time actually worked after recall, whichever is greater.

Article 20 – TEMPORARY EMPLOYEES

1. A temporary employee is one who is employed on a special project for up to nine (9) months or for the duration of any leave of absence specified in Article 24 (Leaves of Absence) or Article 26 (Sick Leave), the duration of which shall terminate upon the employee's return to work, whichever is longer. The Guild shall be notified in writing as to the nature of such a project and its duration. A temporary assignment can be made up of a combination of vacation, legislative and disability relief assignments provided the duration is not more than nine (9) months and the duration is specified from the start of employment. Upon three weeks' written notice, the Employer may conclude a temporary assignment for a temporary employee employed less than nine months.

2. Except when a temporary employee is retained to cover a parental leave, workers' compensation leave or medical leave for a regular employee, an employee who works as a temporary a total of nine (9) continuous months or more shall be placed for eighteen (18) months on a first-on, first-off preferential list for regular employment. An employee who works several non-continuous temporary stints within the same bureau for a total of 12 months within an 18-month period shall be placed on a first-on, first-off preferential list for regular employment in that bureau. An individual on the preferential list must be qualified to perform the work of the available position. When such an employee is hired for regular employment and will be moving from one city to another, the Employer will reimburse the employee for transportation expenses for all members of his/her household as well as living expenses for one week in the city to which he/she is transferred.

3. Except as provided herein, the first nine (9) months of work as a temporary employee shall fulfill the trial period requirement of Article 6 (Job Security) and the employee shall not be dismissed without just and sufficient cause during the duration of the temporary project. Temporary employees retained to cover a regular employee's parental leave, workers compensation leave or medical disability leave in excess of nine (9) months shall not be deemed to have completed the trial period and will not be entitled to provisions of Article 6, Section 1 (Job Security) and shall remain an employee on trial period for the duration of the assignment. A temporary employee hired for a regular position in a different bureau or department shall undergo a three-month trail period. An employee with a six-month break in service will undergo a minimum six-month trial period. A temporary employee transferred from one city to another city shall receive personal transportation expenses.

4. An employee who has worked as a temporary and becomes a member of the regular staff shall participate in the pension plan after a total of twelve (12) months of employment, regardless of how much of that time was spent on temporary status.

5. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild.

6. Temporary employees shall not be employed where, in effect, their employment would eliminate a regular or full-time employee.

7. Article 22 (Holidays) will apply to temporary employees only if assigned full-time during the week preceding or the week following the holiday week, except that all work performed on a holiday will be compensated at the rate of time and one-half.

8. Time worked as a temporary will be counted for purposes of calculating vacation entitlements under Sections 3, 4 and 5 of Article 23 (Vacations) herein provided that any break in service between temporary assignments does not exceed twelve (12) months in length. Any vacation liquidated at the end of a temporary assignment will be subtracted from the calculated entitlement for the next year.

Article 21 – PART-TIME EMPLOYEES

1. A part-time employee is one who works regularly fewer than five days or less than 75 percent of a workweek. Part-time employees shall be paid on an hourly basis equivalent to the weekly wage minimum to which they are entitled by their experience, plus ten cents an hour, up to and including 75 percent of the workweek. Part-time employees shall receive all the benefits of this Agreement on a pro-rata basis except that those who work fewer than fifteen (15) hours per week shall not be entitled to coverage under provisions of Article 7 (Dismissal Indemnity/Severance), 23 (Vacations), 25 (Military Service), 27 (Hospital-Medical-Dental), 28 (Life Insurance), 29 (Pensions) and Article 30 (Miscellaneous), Sections 2 and 3.

(a) Article 26 (Sick Leave), Section 3, Long-Term Disability, shall apply to employees working 30 or more hours a week.

2. Part-time employees shall not be used where such use, in effect, regularly substitutes for full-time employees.

3. The termination of a part-time employee shall be subject to the arbitration process described in Article 5 (Arbitration) if the part-time employee has worked more than 150 assignments, including regularly scheduled assignments or any other assignments. However, in no event shall the arbitration process apply as described herein if the part-time employee has worked fewer than nine (9) months for the Employer.

4. The provisions of Article 6 (Job Security), Section 6 notwithstanding, part-time employees may be selected for discharge in a staff reduction before any full-time employees, except for temporary employees. In the case of a reduction in staff, part-time employees with at least two (2) consecutive calendar years of service with the Employer shall be placed for seven months on a preferential list for rehiring to a full-time position.

Article 22 – HOLIDAYS

1. The following days, or days observed as such, shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. The employee's birthday will be scheduled as a holiday unless the employee requests a substitute day off. An employee also may select two additional days during the year as personal holidays, to be taken at times mutually acceptable with the Employer. In the case of a substitute birthday or personal days, the employee will notify his/her Technology Manager or department head at least one month prior to the date of the desired holiday.
3. An employee may substitute any religious holiday for any holiday enumerated in Sections 1 or 2 above.
4. Personal days and the substitute birthday shall be taken during the calendar year. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule.
5. Any employee required to work on any of these days shall be paid (in addition to his/her salary for that week) at the rate of time and one-half or shall have compensating time off at the rate of time and one-half at the employee's option. When an employee is not scheduled to work on Christmas Day, New Year's Day or Thanksgiving, but is required to remain away from home on assignment during those holidays, then he/she shall have an additional paid day off (compensating time) at straight time. Such compensating time off shall be scheduled by mutual agreement between the Employer and the individual. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule. If the company denies an initial request for use of a single day of CTO, then the company will approve the employee's subsequent request for use of a single day of CTO unless said subsequent request is for time off during a week that contains a holiday.
6. Any employee reporting for duty on any of these holidays shall receive no less than one day's pay at the holiday rate. When Christmas Day and New Year's Day fall on Sunday and are observed on Monday, any employee working on either the holiday or on the day observed as such shall be compensated at the holiday rate. However, when an employee works on both the actual and the legal holiday in either of those instances, he/she shall receive holiday premium compensation for only one day in each case.
7. If a holiday specified above falls during an employee's vacation, he/she shall be given another day off. Work done on a fifth day in a holiday week by any employee whose day

off falls on a holiday shall be compensated for by the payment of a day's pay in addition to the regular weekly salary or by time off at the option of the employee.

8. Employees assigned to work after 6 p.m. on Christmas Eve or New Year's Eve shall receive an additional payment of one-half of the regular hourly rate for any hours of work performed after 6 p.m. (local time) on any regular trick which started before 8 p.m. on these holiday eves.

Article 23 – VACATIONS

1. Employees shall be on a calendar year basis for vacations, with all vacation to be taken in the calendar year in which it is due. The company may designate periods, where scheduled news conditions warrant, placing limitations on the number of people in a bureau or department who can be on vacation at the same time.

(a) The company shall provide enough scheduling flexibility for employees to take their accrued vacation during the calendar year in which they are entitled.

(b) Any vacation not scheduled by the employee by August 1 of the year in which it is due may be scheduled by the company to be taken by the end of the year. There shall be no forfeiture of vacation time under this article should the employer fail to schedule the unused time. The company will consider any special or unforeseen circumstances that may result in a need by the employee to reschedule the vacation, and permission to do so will not be unreasonably withheld.

(c) An employee may begin vacation on any day of the week.

(d) At least one (1) time annually upon written request, the company will schedule an employee's regularly scheduled days off at both ends of one or more weeks of vacation.

(e) An employee may use a maximum of five vacation days in increments of one day or more; if the company agrees, the employee may use more than five days in this way. Requests for a full week or more of vacation may be given preference over requests for partial weeks.

(f) An employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.

(g) An employee who has exhausted his/her vacation entitlement may "borrow" up to five days from the next year's entitlement to care for an ill dependent or a same-sex domestic partner as defined under the eligibility requirement for the company health plan or for use during an unpaid short-term disability waiting period.

(h) Managers must notify employees no later than December 1st that they may request vacation for the following calendar year. Vacation requests made from the date of notification until March 31st will be scheduled on the basis of seniority, with seniority calculated based on the employee's service entry date. All vacation requests after March 31st will be scheduled on a first-claimed, first-assigned basis. Scheduled vacations may be rescinded only to meet bona fide news or staffing emergencies resulting from unforeseeable and extraordinary news developments. If an employee's scheduled vacation is rescinded, the employer shall:

(i) reimburse the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets on behalf of the employee and members of his/her household who were traveling with the employee, upon satisfactory proof of loss.

(ii) allow the employee to reschedule the vacation by March 31st of the succeeding calendar year.

(i) Employees must make all requests for vacation to business location's designated manager via e-mail at least three weeks in advance of the desired time off. The manager will communicate the approval or disapproval to the staffer promptly and will post an updated vacation selection schedule promptly so staffers will be aware which weeks remain available for selection. Requests for a full week or more of vacation may be given preference over requests for partial weeks.

(j) If the vacation selection schedule is posted on AP's computer system, it shall be available to all employees for inspection.

2. Full-time employees shall be eligible as of January 1 following their employment for vacation with regular pay to be taken in the ensuing calendar year, computed on the basis of one working day of vacation with pay for each month or fraction of a month of continuous employment prior to said January 1. However, an employee entering the service on or before May 1 shall be eligible for only one week's vacation upon completion of five months of continuous employment, this week of vacation to be deducted from vacation due on January 1 following employment. Thereafter, full-time employees shall be eligible for two weeks' vacation with pay after each January 1, except as provided below, such vacation to be taken prior to December 31 in each calendar year.

VACATION ELIGIBILITY CHART						
Employee joins AP in 2008	Vacation on January 1					
	2009	2010	2011	2012	2013	2014
	Days	Weeks	Weeks	Weeks	Weeks	Weeks
January	12	2	2	3	4	4
February	11	2	2	3	4	4
March	10	2	2	3	4	4
April	9	2	2	3	4	4
May	8	2	2	3	4	4

June	7	2	2	3	4	4
July	6	2	2	2	3	4
August	5	2	2	2	3	4
September	4	2	2	2	3	4
October	3	2	2	2	3	4
November	2	2	2	2	3	4
December	1	2	2	2	3	4

(Employees who enter AP service before July 1 and have completed 20 years of service are entitled to five weeks' vacation annually.)

3. Full-time employees completing four years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for three weeks' vacation with pay.

4. Full-time employees completing five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for four weeks' vacation with pay.

5. Full-time employees completing twenty years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for five weeks' vacation with pay.

6. Employees leaving the service of the Employer shall receive liquidation of accrued (pro-rata) vacation credit from the preceding January 1 to date of termination of employment. Such "accrued" vacation credit shall be in addition to the earned vacation to which the employee was entitled as of the preceding January 1. Employees entering the service on or after January 1 in any year and whose services are terminated prior to the succeeding January 1 shall be entitled to receive payment of accrued vacation on a pro-rata basis for the year involved.

Article 24 – LEAVES OF ABSENCE

1. Applications for all leaves of absence under this article shall be addressed in writing, with the reasons stated, to the Department of Human Resources, at The Associated Press headquarters in New York, with a copy to be furnished to the appropriate Technology Manager or department head. If granted by the Employer, such unpaid leaves shall not be construed as breaks in continuity of service in the calculation of all benefits under this Agreement. Provided an employee returns to work within nine (9) months of the date he/she commenced his/her leave of absence or within the extended leave period permitted for parental leave under Paragraph 5 below or for sick leave under Article 26, then he/she shall be reinstated to the same or similar position in the same bureau or department. Employees who work in correspondencies who have taken a fellowship or sabbatical leave(s) under paragraphs 2 and 3 below and who return to work beyond nine (9) months from the leave commencement date but prior to the maximum period permitted for said leave may be reinstated to a comparable bargaining unit position, within the control bureau or department for her/his prior position, rather than a position in the

correspondency. Employees must notify the Employer in writing at least sixty (60) days in advance of the expected return to work. Employees failing to return to work after the expiration of the applicable maximum period for said leaves shall relinquish all reinstatement and seniority rights. However, for purposes of Article 29 (Pensions), credit in service time spent on such leaves shall not be applied until the employee granted such leave has returned to full-time work with The Associated Press and remains in the employ of the AP for one year.

Unless otherwise provided by law, when an employee takes more than one leave of absence and/or sick leave consecutively, or commences another leave within 12 months of a prior leave, eligibility for reinstatement rights under this Article and/or Article 26 (Sick Leave), will be measured and aggregated from the date the first leave began. For the purposes of non-consecutive leaves within 12 months, periods of Guild leave, sick leave during which payments have been received from the Employer (as opposed to insurance benefits), and compassionate leave will be excluded from the aggregate computation.

2. Editorial Unit employees qualifying for the following fellowships and educational seminars shall be granted leaves for them automatically: Nieman Fellowships (Harvard University); Kiplinger Fellowships and Knight Digital Media Fellowships (Ohio State University); Freedom Forum Asia Fellowships Program for Journalists (University of Hawaii); Knight-Wallace Journalism Fellowships (University of Michigan); John S. Knight Fellowships for Professional Journalists (Stanford University); Alicia Patterson Foundation Fellowships; Knight-Bagehot Fellowship Program in Economics and Business Journalism (Columbia University); and Knight Science Journalism Fellowships (MIT).

3. After 10 years of employment, and at 10-year intervals thereafter, an employee shall be granted, upon request, unpaid leave for a minimum of nine (9) months and a maximum of two years with the expected duration of the leave indicated at the time the request is made. A minimum of 90 days' advance notice shall be provided in writing. A minimum of 60 days' advance notice of an employee's return date will be provided to the Employer. Unless an employee has received the Employer's prior written approval to engage in specific work during a sabbatical leave, if during such leave the employee works in the news industry, the employee shall be considered to have resigned or retired, whichever is applicable, forfeiting any rights to return to his/her previous position under terms of this article.

4. In the event the employee is elected or appointed to any Newspaper Guild office or any successor international union, or in the event the employee is elected to represent the Guild or any organization with which The Newspaper Guild is affiliated as a convention delegate in connection with the business of his/her union, such employee shall be given a leave of absence, without pay, should the employee request such a leave. In bureaus of fewer than 25 employees not more than two employees need be granted such leaves at any time. Employees applying for such leaves will, except in emergencies, give the Employer at least two weeks' advance notice of such intention, and shall specify the

expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer as soon as possible.

5. (a) After nine months of continuous employment, employees may take up to 18 months of parental leave—with pay for one week—surrounding the birth or adoption of a child. Employees will specify at the time the leave is requested the expected duration of the leave and will provide 60 days' written notice of their intent to return.

(b) If the employee elects not to return at the end of the leave, such action shall constitute a resignation. In the event of a transfer of a function, cessation of a function or reduction in force, an individual on parental leave will have the same rights as other employees under Article 6 (Job Security).

6. Compassionate leave with pay of at least three days shall be granted an employee in the event of a death in the employee's immediate family, including a same-sex domestic partner as defined under the eligibility requirement for the company health plan, and in-laws, or in the event of a family emergency.

Article 25 – MILITARY SERVICE

1. Any employee who is or has been required to leave his/her post to serve or train with the United States military services or adjuncts or other services which fulfill his/her obligation or who volunteers or has volunteered for such service, shall be deemed to be on leave of absence without pay and shall upon termination of such service be entitled to reinstatement to employment in accordance with the Uniformed Services Employment and Reemployment Rights Act and any other applicable federal laws.

2. Any employee who has been on such leave and who has complied with the foregoing conditions but is incapable of resuming employment because of physical or mental disability shall be paid his/her dismissal indemnity at the rate to which the employee would have been entitled had the employee resumed his/her job.

3. Any employee returning from military service shall be employed at the minimum salary for his/her years of experience in his/her classification prevailing at the time of the employee's return, or at the salary he/she received at the time of entering the service, plus all general increases granted during the employee's absence, whichever is higher. Employees returning to the service of the Employer under the foregoing conditions shall receive full experience credit for the time they were on such leave.

4. Any employee who has been on such leave and has returned to duty shall be credited with the experience rating to which his/her salary applied.

5. Dismissal indemnity rating and other rights under this Agreement will be unimpaired; and the period of absence on military leave shall be considered service time with the Employer in computing dismissal indemnity credit, vacations and sick leave.

6. Any employee leaving for military service as herein described shall receive the proportionate amount of vacation pay or time to which he/she is entitled at the time the employee begins such leave.

7. Vacations for employees returned from military service of a year or more will be granted as follows:

(a) Effective January 1 of the year following their return from military leave, such employees will be placed on a calendar year basis, their accrued vacation credit being computed pro-rata for the period between their return from military leave and the following January 1. For purposes of such computation, fractions of a month shall be considered a full month. Employees who have not earned as much as five days' vacation under the pro-rata formula above, shall be granted enough time to complete one week's vacation. This additional vacation grant shall not be counted as accrued vacation in calculating vacation credits due an employee in the event of termination of the employee's service. In succeeding calendar years their vacation credits shall be the same as for other employees of like service.

(b) Such employees returning to the service of the Employer before May 1 in any year shall be eligible to take one week's vacation upon completion of five months of continuous employment; in the year following their return they shall receive the balance of their accrued vacation, which shall not be less than a week.

8. The foregoing provisions need not apply to an employee dishonorably discharged from military service.

9. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating in which the employee is classified. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she already has been engaged in such new classification.

10. The provisions of this military service clause do not apply to replacement employees hired by reason of absence granted to regular employees for such service, but these replacement employees otherwise shall be covered by all provisions of this contract. Employees hired as military replacements shall receive dismissal pay if released because of the return of an employee from military service.

11. Any employee with more than one year of continuous service, whose military obligation demands attendance at a summer encampment or full-time training exercise or brief National Guard duty which in total would not exceed nine (9) weeks each year (or actual time, if shorter) would receive for the first three weeks of such service the difference between his/her military pay and allowances and his/her Associated Press salary, if the latter is higher. The foregoing applies only to reserve programs of the United States Army, Navy, Air Force, Marine Corps, National Guard or Coast Guard.

Article 26 – SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY BENEFITS

Existing language will remain in new contract for the period from date of ratification through September 30, 2009. On October 1, 2009, current language will be eliminated and replaced with the following language, revising and replacing Article 26 of both the editorial and technical bargaining unit contracts in their entirety.

1. Annual Sick Leave: After completion of the initial ninety (90) days of employment, all full-time employees receive twelve (12) days of sick leave each January 1st for use during the calendar year in the event of personal illness or injury which requires an absence from scheduled work; subsequent to the conclusion of the initial ninety (90) days of employment, newly hired employees shall be entitled to a pro-rated number of sick days, which shall be equivalent to the number of full months remaining in that calendar year. Part time employees who work at least fifteen (15) hours per week are entitled to this sick leave benefit on a pro-rated basis.

(a) An employee who anticipates an absence from work due to illness must notify his/her supervisor at least one (1) hour prior to the commencement of his/her shift in order to be eligible for sick leave pay, unless a reasonable excuse is provided for the employee's inability to provide such advance notice.

(b) Sick leave will be paid at the employee's regular rate of pay, provided the employee has informed his/her supervisor or manager of the absence and authorized the absence to be appropriately recorded in the Employer's time and attendance system.

(c) Unused sick time may not be accumulated or carried over beyond the calendar year, may not be converted to a cash benefit and is not payable upon termination of employment for any reason.

(d) The Employer may request the employee to provide documentation from a health care provider if he/she is absent due to illness or injury for three or more consecutive days.

2. Short Term Disability Benefit: After completion of ninety (90) days of employment, all full-time employees are entitled to a short-term disability benefit after a period of absence from work for seven (7) consecutive calendar days (five (5) consecutive work days) because of illness, injury or disability, including injuries or illnesses related to employment and/or pregnancy. For purposes of this Article, the phrase “absence from work for seven (7) consecutive calendar days” includes regularly scheduled work days and regularly scheduled days off that occur during that period. Upon completion of one (1) year of employment, part-time employees who work at least fifteen (15) hours per week shall be entitled to pro-rated short-term disability benefits. Short-term disability benefits are based upon an employee’s prior years of service with the Employer and shall continue for the actual length of the short-term disability(ies) occurring during any period of fifty-two (52) consecutive weeks, up to the maximum benefit, in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
0 - 1	1	24
1 - 2	2	23
2 - 5	4	21
5 - 10	6	19
10 - 15	10	15
15 - 20	14	11
20 - 25	18*	7
25+	25*	0

*Employees who have not completed twenty (20) or more years of service prior to December 1, 2008, will be eligible only for those benefits provided in accordance with the above schedule. Only those employees who have completed twenty (20) or more years of service prior to December 1, 2008, will be eligible for benefits in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
20	20	5
21	21	4
22	22	3
23	23	2
24	24	1
25	25	0

In the event that an employee has completed twenty (20) or more years of service prior to December 1, 2008 and has a disability that exceeds twenty-six (26) weeks, then only those employees will have a maximum benefit period of 100% of salary for the same number of weeks as his/her completed years of service beyond twenty-six (26) prior to the onset of the disability but will not receive any further reduced benefit at 60% of pay, unless he/she is eligible for an LTD benefit. If an employee is determined to be eligible for the LTD benefit (described in Section 3 below) upon conclusion of the 180-day elimination period, then the Employer will coordinate and subrogate the LTD benefit with any STD benefit that may be payable under this Article for a period of more than twenty-five (25) weeks.

(a) The short-term disability benefit payable by the Employer shall be the difference between the statutory or insurance benefit payable to the employee and the regular weekly salary benefit specified in the above schedule. Accordingly, the Employer shall coordinate the short-term disability benefit herein with any benefit payable to the eligible employee in accordance with law, workers' compensation insurance, or short-term disability insurance. Additionally, the Employer has the right to subrogate its payments under this Article and/or to receive reimbursement from any insurance or statutory benefits payable to the employee in order to avoid a duplication of benefit. In the event that applicable law requires a payment to an employee in excess of the benefit specified in this Article, then the employee shall be paid the greater amount required by law.

(b) The maximum amount of short-term disability benefit payable to and/or remaining available for use by any eligible employee shall be determined by looking back fifty-two (52) consecutive weeks from the date of the request for benefits.

(c) An employee may use sick leave benefits or, if exhausted, accrued vacation, personal or CTO time, to the extent available, during the initial seven (7) calendar day (five (5) consecutive work day) period of any disability. In the event an employee becomes eligible for retroactive workers' compensation lost wage benefits for that period, then his/her sick leave shall be restored by the appropriate number of days. Short term disability benefits will be resumed according to the above schedule and subject to the above conditions without an additional seven (7) calendar day (five (5) consecutive work day) waiting period if an employee has a recurrence of the same disability within ninety (90) calendar days of his/her last day of disability.

(d) The Employer will use a third party consultant to administer its short-term disability benefit program in order to ensure consistent application and compliance with privacy and nondiscrimination laws. The third-party consultant shall determine claims in accordance with the terms of the plan and shall not decide any claim in an arbitrary or capricious manner. Accordingly, sick leave and short-term disability benefit claim determinations may be submitted to arbitration, in accordance with Article 5 of this Agreement, in order to determine whether such decisions were made in compliance with those requirements. Employees must complete all necessary forms

and must submit medical information as required by the third-party consultant in order to remain eligible for the short-term disability benefit.

(e) Nothing within this Article entitles an employee to receive more than one (1) day of pay for any one (1) day of absence due to a disability.

(f) In order to remain eligible for benefits, employees must inform their supervisor or manager of the absence and authorize the absence to be appropriately recorded in the Employer's time and attendance system.

3. Long Term Disability: The Employer has established a long-term disability insurance policy, which is administered by a third party administrator and is available to those regular employees who have completed at least ninety (90) days of employment and who work thirty (30) or more hours per week. A disabled, injured or ill employee, who has been disabled for more than six (6) months and who meets plan eligibility requirements, will receive a payment equivalent to sixty (60) percent of his/her regular salary, in accordance with the terms of the long term disability plan. The maximum payment is \$45,000 annually, based on the plan's salary cap of \$75,000. The maximum payment is subject to reduction by any payments received by the eligible employee from Social Security, the Employer or workers' compensation. At normal retirement age according to the social security administration long term disability benefits will cease unless otherwise required by law.

4. Reinstatement Rights: The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than three (3) years for any medical reason(s) related to an approved workers' compensation injury or illness. The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than two (2) years when the leave is for any other approved medical reason(s). Subject to the foregoing provisions, an employee shall be entitled to return to a comparable position, provided the employee remains qualified to perform the essential functions of the job, with or without reasonable accommodations.

5. No deductions shall be made for sick leave or short term disability payments from dismissal indemnity or from overtime credited or to be credited to the employee.

6. For as long as the federal Family and Medical Leave Act (FMLA) is in effect:

(a) All sick leave or short term disability benefits paid under this Article shall be considered FMLA leave to the extent that it involves a serious health condition and provided that the employee meets the Employer's medical certification requirements.

(b) The Employer or its third party administrator may seek medical certification for FMLA absences under this Article. (In certain circumstances, a single certification from a health care provider will cover intermittent absences due to a single serious health condition). Any medical certification required under this Section will not exceed FMLA regulations.

(c) It is understood and agreed that any right to benefits or leave provided under this Article shall be used and will be credited concurrently with and not in addition to any right provided under the FMLA and other federal law or state law on family, parental or compassionate leave (except bereavement leave).

7. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave and short term disability benefits detailed in this Article. In the event the Employer requires documentation to guard against fraud, the Employer shall inform the Guild of that requirement. Any employee who produces a fraudulent health care providers' note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct and dismissal indemnity need not be paid.

8. Notwithstanding her prior years of service, an employee who experiences a short term disability because of pregnancy will be entitled to a minimum benefit of eight (8) weeks of STD benefits at 100% of salary subsequent to the birth of the child or children. If the employee remains disabled at the conclusion of the eight (8) week period following delivery, then benefits shall be paid according to the employee's actual years of service and the schedule provided in Section 2 above.

Article 27 – GROUP HEALTH AND DENTAL

Effective with the signing of this Agreement, the Employer agrees to continue to offer Group Health and Dental coverage based on the formula set forth below. To receive the benefits of any of the plans specified in this article, the employee must participate in the Group Health and Dental plans for employees and eligible dependents.

1. Effective April 1, 2009, the health and dental plan will include the following revisions:

Medical Plan	
Limits on the following services:	
Chiropractic	30 visits year
Therapies	30 visits year
Home health care/Private duty nursing	120 visits year
Skilled nursing facility	120 visits year
Mental Health Substance Abuse	60 visits year

Emergency room visit benefits paid for emergencies only

Basic Medical Plan	
Specialist office visit co-pay	\$30
Coinsurance	In-network: 90% Out-of-network: 60%
Hospital co-pay	\$250
Out of pocket maximum	In-network: \$2,000 single/\$4,000 family Out-of-network: \$5,000 single/\$10,000 family

Basic Dental Plan		
Calendar year maximum	\$1,000	
Deductible	Individual \$100/Family \$200	
Coinsurance	In-network	Out-of-network
Preventative	100%	85%
Basic	70%	55%
Major	40%	30%
Orthodontics	40%	40%

The orthodontic coverage feature of the plan will provide reimbursement of up to 50 percent with a lifetime per person cap of \$1,000.

2. Once annually, the Employer will provide \$200 toward an eye examination or the cost of lenses or a combination thereof. Employees will be allowed carryovers from one year to the next with a maximum reimbursement of \$600.

3. Effective April 1, 2009, the health and dental plan will include the following revisions in bold type:

Design Elements	Basic Plan	Premium Plan
In Network		
Deductible (Ind/Fam)	\$250/\$500	\$150/\$300
Coinsurance	90%	100%
OOP Maximum (Ind/Fam)	\$2,000/\$4,000	NA
Inpatient Hospital	\$250 co-pay, then 90%	\$200 co-pay
Emergency Room	\$75 co-pay	\$75 co-pay

Office Visits MHA Visit Limit	\$20 PCP/\$30 SP 60 visits	\$20 PCP/\$30 SP 60 visits
Out-of-Network		
Deductible (Ind/Fam)	\$750/\$1,500	\$400/\$800
Coinsurance	60%	70%
OOP Maximum (Ind/Fam)	\$5,000/\$10,000	\$2,000/\$4,000
Inpatient Hospital	60%	70%
Emergency Room	\$75 co-pay	\$75 co-pay
Office Visits	60%	70%
MHA Visit Limit	60 visits	60 visits

(Restrictions outlined in this Article will apply.)

Prescription Drug Plan	
Retail	
Generic	\$7
Brand Formulary	\$16
Brand Non-Formulary	\$22
Mail Order	
Generic	\$7
Brand Formulary	\$16
Brand Non-Formulary	\$22
Supply Limit	
Retail	30 days
Mail	90 days

The following restrictions will apply:

Prior Authorization	Physician must submit qualifying medical criteria to allow for utilization of medication within the following classes: ADHD/Narcolepsy, Anti-Obesity, Pain/Topical, Testosterone.
Safety & Monitoring Solution	Letter-based clinical intervention program designed

	to curb misuse or overuse of controlled substance medications (poly-pharmacy, poly-physician and total # Rx triggered).
Mandatory Mail Program	Program allows for two fills at a retail pharmacy before requiring participants to use the mail order benefit for subsequent refills. (An additional fill will be allowed for the first time an individual is denied the prescription).
Mandatory Generics Program	When members, or their physicians, request a brand when a generic is available, the member will pay the generic co pay plus the difference in ingredient cost between the brand and generic
Limited Retail Network	Excludes some chains including Walgreens and Wal-Mart

4. Individuals will be able to enroll in the health plan with or without enrolling in the dental plan, and able to enroll in the dental plan without enrolling in the medical plan. During the life of this Agreement, the Employer agrees that the health and dental insurance plan contribution costs will be according to the following schedule.

Basic	Medical	Dental	Total
Employee Only	72.24	4.92	\$77.16
Employee + Spouse	189.41	12.90	\$202.31
Employee + Child	110.59	7.53	\$118.12
Employee + Family	278.05	18.94	\$296.99
Premium			
Employee Only	75.48	7.56	\$83.04
Employee + Spouse	207.60	20.79	\$228.39
Employee + Child	121.20	12.14	\$133.34
Employee + Family	304.74	30.52	\$335.26

5. Active employee contributions will be subsidized by funds from Local 1314 Health and Welfare Plan. It is expected that the funds will be exhausted according to a defined period.

6. Eligibility Provision - To receive payments, or the benefits of any of the payments specified in this Article, individuals must participate in the Group Health or Dental Plans provided by the Employer.

Employees hired on or after January 1, 2006, will not be eligible for retiree medical.

Article 28 – LIFE INSURANCE

1. The Employer agrees during the term of this Agreement to provide for eligible employees, including those working for the AP after age 65, life insurance equal to approximately 1½ times annual salary with the usual and customary double-indemnity rider for accidental death. The coverage amounts are detailed in the accompanying Schedule of Insurance.
2. Upon retirement, non-contributory life insurance will be provided for employees participating in the life insurance plan as follows:
 - (a) To the extent permitted by law, the group life insurance (provided for retirees on the pension rolls) will be provided by and at the expense of the Employer in an amount of \$10,000 for life.
3. All new employees shall be eligible for enrollment under the group life insurance plan after three months of continuous employment.
4. Employees may buy supplemental insurance equal to one, two or three times annual salary or spouse and/or child insurance coverage \$20,000 and \$4,000 respectively.

LIFE INSURANCE	
Annual Salary	Coverage
\$4,000 and above (to nearest lower whole thousand)	\$1,500 for each \$1,000 in base salary

Article 29 – PENSIONS

For the life of this Agreement, the Employer agrees to maintain without contribution from any employee, a Pension Plan for eligible Union employees without reduction of benefits subject to terms and conditions provided in the Employer’s Retirement Plan for employees covered under a Collective Bargaining Agreement with the Union. All funds contributed to the Union Pension Plan by the Employer to provide pension benefits shall remain in the Plan and may not be withdrawn by any employee upon termination of his/her employment. However, any funds contributed by the employee, or, by the Employer in the individual employee’s behalf as employee contributions prior to January 1, 1979, shall be refunded to the employee upon termination of employment for any reason other than retirement.

No employee, while remaining in the employ of the Employer, shall have the right to withdraw any contribution made by the employee or by the Employer in the employee’s behalf prior to January 1, 1979.

Employees covered by this Agreement are eligible for participation in the Union Pension Plan after satisfying the following requirements:

- 1) completing one (1) year of service;
- 2) reaching his or her twenty-first (21st) birthday;
- 3) entered service before his or her sixty-fourth (64th) birthday; and
- 4) completed the necessary enrollment application.

Pension vesting occurs after five (5) years of active service. Notwithstanding the five (5) year basic requirement, (a) if a member terminates employment after the employee became eligible for early retirement benefits (after age 50), his or her vested percentage will equal one-hundred (100%) percent; or (b) if a member was covered under the plan prior to January 1, 1974, the employee will be fully vested under the earlier of the basic five (5) year requirement; or (c) when the employee's age in years, plus the employee's years of continuous service with the Employer equals or exceeds fifty-five (55).

In the event that the Union shall cease to be the bargaining representative for any employee, by reason of the employee's assignment to duties other than those that are within the scope of this Agreement, such employee's participation in any pension plan that has been established and maintained by the Employer under this Agreement shall cease upon the date of such assignment, provided, however, that any pension benefits that have theretofore accrued to such employee under such pension plan shall not be affected thereby. Subsequent to such assignment, the employee shall be eligible to participate in any pension plan or plans that have been established and are being maintained by the Employer for employees in the classification to which the employee shall have been assigned.

The Employer agrees to maintain during the life of this Agreement, for those Employees hired and or rehired on or after January 1, 2006, a Defined Contribution Plan for eligible employees, where the Employer will contribute 3% of salary to the Plan subject to the terms and conditions of the Plan.

The AP agrees to continue the current qualified 401(k) Retirement Savings Plan for Technology Unit staffers allowing participants to contribute up to 15 percent of salary on a tax-deferred basis subject to federal, state or local tax regulations. For employees participating in the 401(k) savings plan, AP will match 50 cents per dollar on the first six (6) percent of employee earnings contributed.

Article 30 – MISCELLANEOUS

1. Bulletin Boards. The Employer agrees to provide bulletin boards suitably placed in all bureaus and departments, in which employees covered by this Agreement are employed, for the exclusive use of the Guild.
2. Jury Duty. Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty and shall receive their regular salaries, including applicable differentials, during periods of such jury service, less the jury pay. If notice of

a pending jury service is given to the employee's manager at least three (3) weeks in advance, the manager will arrange the employee's regular work schedule to coincide with jury service. If notice is not provided three (3) weeks in advance, the staffer's posted work schedule will remain in effect although the employee will not have to report to work on the days she/he is scheduled for jury service. If the absence of an employee would create a hardship on the Employer, the Employer may seek to have the employee excused.

3. Voting Time. An employee required to work on election day shall be given time off to vote if his/her working hours are such as to prevent the employee voting outside his/her working hours.

4. Employee Assistance Program. The company reaffirms its intention to continue the sponsorship of an Employee Assistance Program for all AP employees and their families. It is also agreed that the EAP Advisory Committee will include a Guild representative.

5. Dependent Care Program. The AP agrees to maintain for all eligible employees a qualified tax-exempt Dependent Care Program. The plan, which is subject to federal, state and local tax regulations, currently permits participants to set aside on a tax-deferred basis up to a salary amount allowed by federal law to be used to pay for day care costs for their children or for disabled parents. Employees who miss the annual enrollment deadline forfeit participation in the plan until the following year's open enrollment period. New hires can enroll within 31 days of hire. All employees may enroll/change their election within 31 days of the birth or adoption of a baby.

6. Four-Day Workweek. The Employer and an employee may, by mutual agreement, implement a four-day workweek, subject to the following conditions:

(a) The employee will work the appropriate total number of hours per week as set forth in Article 19, the hours and overtime article of this Agreement.

(b) The work time will be spread equally over four days instead of five.

(c) Hours worked in excess of the workweek will be compensated at time-and-a-half, as in Article 19 (Hours, Overtime and Work Schedules) of this Agreement. An employee working a four-day week shall be entitled to daily overtime pay for work in excess of 25 percent of the contractual definition of a week's work.

(d) Every attempt will be made by the Employer to give an employee working the four-day week three days off in a row. If this is not possible on a given schedule, management is not restricted from splitting the three days off, but no employee will be scheduled onto a separate trick for any of his/her four days (for example, from day or night to overnight).

(e) Employees who have agreed to work a 4-day week shall receive the same paid time off benefits specified in this Agreement for vacation and sick/short term disability

leave as employees who work a 5-day week, and shall receive a pro-rated paid time off day for a holiday or personal day. In the event such an employee works on a holiday, he/she shall receive premium pay for all hours worked on the holiday.

7. Job Sharing. If agreeable to the company and the employees involved, after consultation with the Guild, employees may share regular AP jobs subject to the following conditions:

(a) Each employee shall work on the days scheduled for him or her. The scheduled workdays of the employees shall be established with the consent of the company and shall not be altered except by consent of the company.

(b) Wages of the employees shall be pro-rated according to the number of days worked.

(c) The AP shall not be compelled to pay more than the equivalent of 100% of one employee's benefits.

(d) The company shall not be compelled to find a job-sharing partner for one individual who wants to share a job.

(e) In the case of two regular staff members who want to share a job during the experimental period, a temporary may be hired to replace one of them in a full-time position during the experimental term, with the understanding that the temporary would leave the staff with due notice if the job-sharing experiment was terminated and both regular employees wanted to return to full-time positions.

(f) Either the employer or any participant may revoke its agreement at any time with at least six (6) weeks' notice.

(Smoking cessation products will be included within the schedule of benefits for the prescription drug program, subject to applicable co-pay.)

8. Parking, Public Transportation Vouchers. AP will continue in the tax-advantage program for parking and/or public transportation as long as it remains allowable under federal law.

9. The Guild shall designate one member of its Human Rights Committee to be the Chairperson who will meet with the Employer twice a year to share ideas. The Chairperson shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending related training seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

10. Employee Monitoring. The Employer uses electronic employee access control systems for lawful business purposes and to assist in the safety and security of the AP's

business systems and premises. Electronic card entry, electronic keypad entry, and computer sign-on, sign-off records will not be used as “time clocks” for the purpose of logging, tracking, or recording hours worked by an employee.

11. Business Systems/Use of Computers, Networks and Internet Access (“Business Systems” hereinafter). The Employer will not use its Business Systems to access or monitor an employee’s private computer but reserves the right to monitor electronic traffic and/or communication to and from AP’s Business Systems, in accordance with the Business Systems Policy.

Article 31 – HEALTH AND SAFETY

1. The Employer will continue its policy of striving to provide properly lighted, ventilated, and heated/air conditioned work areas, wherever possible within reasonable physical and financial limits, and to reduce noise to at least the standards of the Occupational Safety and Health Act of 1970 (OSHA).
2. The Employer will furnish an employee all protective devices, including goggles and gloves, necessary to perform his/her job. The Employer will, within limits of its direct control, ensure employees’ safe passage on streets, parking lots and other areas near the office.
3. The Employer, upon request, will meet with the Guild to discuss health and safety considerations, including quarterly meetings on a national level to discuss the continued operation of a companywide program on RSI and work related musculoskeletal disorders (WMSDs) awareness and prevention and treatment as detailed in items 6 and 7 below.
4. The Employer shall abide by all federal, state and local laws respecting the health and safety of its employees.
5. The Employer will maintain a policy of providing regularly scheduled routine maintenance on equipment used by employees in the performance of their duties.
6. The Employer and the union recognize that it is important to make the staff aware of the need to perform its work in a manner that does not increase exposure to injury. Employees will not be required to remain at a video display terminal work station for unreasonable periods of time without taking breaks to rest their eyes or bodies.
7. The Employer will maintain a training program on the proper use of video display terminals, as well as the lifting and carrying of photographic, video and/or audio equipment. Attendance at such classes will be mandatory. The Employer will quarterly provide the union with a report on the types, level and location of training.

AP agrees that its managers will be instructed to be aware of RSI and WMSDs, to help the staff prevent injuries and to notice signals of developing problems so proper treatment can be obtained. Likewise, members of the staff must maintain good work habits to avoid RSI, WMSDs and other injuries.

As part of a continuing program to provide a workplace free of RSI and other injuries, the AP will:

(a) Meet annually with the Guild and a nationally recognized health organization or consultancy to provide managers and staff with the latest information about the prevention and treatment of RSI, WMSDs and about proper work station design, including fully adjustable CRTs, keyboards, CRT stands and chairs, as well as injuries resulting from the lifting and carrying of equipment. AP will retain services of a nationally recognized health organization or consultancy that is mutually agreed on by the Employer (if we can not agree, we will use New York University) and the Guild for the purpose of conducting a baseline ergonomic study of photographers and videographers, with such research to be completed on a schedule set by the Employer and the Guild.

(b) Provide each employee with information regarding such injuries, including (but not limited to) fact sheets, booklets and description of useful exercises designed to help prevent the problem. The AP will ensure that all control bureaus have access to an electronic media presentation on RSI and ergonomics (including the lifting and carrying of equipment) which will be available to everyone.

(c) Provide new employees with information concerning such injuries as part of the normal orientation process.

(d) When new information on RSI, Ergonomics and the lifting and carrying of heavy equipment becomes available, or when there are changes in bureau locations, or new work environments are created, the Employer will schedule instruction by trained instructors, if requested, which will occur at the control bureau on one (1) occasion prior to November 30, 2010. This instruction will be provided on company time and will include information on (but not limited to) the following topics:

- How to seek medical treatment, including diagnostic examinations, through workers' compensation and/or the AP's health insurance plan. AP will assist employees with the filing and processing of their workers' compensation claim forms to expedite claims payments.
- Musculoskeletal problems associated with improper CRT use, and the lifting and carrying of heavy equipment, and the importance of proper and continuous readjustment of workstations and other techniques to prevent such problems.
- The company will continue its policy of working with anyone having difficulty with or desiring specific ergonomic equipment and for work stations to be reconfigured to prevent or help alleviate RSI. This policy will include, but not be limited to, adding special wrist and foot rests, telephone headsets, height-adjustable

chairs, height and angle-adjustable CRT screens, anti-glare protection and copy stands. Photo and video-related equipment will include, but not be limited to, lightweight cameras, laptops, and batteries; laptop stands; backpacks; harnesses; belts; belt packs; carrying cases; and rolling carts.

- The company's policy is that employees are not required to remain at workstations for unreasonable periods of time without taking breaks and that such breaks are encouraged and should be part of their routine. Employees have the flexibility to take breaks of the number and length they feel necessary to give their eyes and bodies adequate rest.

(e) As part of the continuing RSI-prevention program, and to prevent injuries resulting from the lifting and carrying of equipment, the AP also will bring in ergonomics professionals, including the company's workers' compensation insurance carrier, as necessary, to evaluate AP bureaus and departments and to work directly with staffers who may be experiencing such problems.

8. The Guild shall designate one member of its Health and Safety Committee to serve as Health and Safety Coordinator. The Guild's Safety Coordinator shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending safety related training and seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

The Employer also agrees to pay the cost of tuition for the Guild's safety officer to attend two safety related training or seminars that have been agreed to by the Employer and approved in advance. All other expenses related to the Safety Coordinator's attendance at such training or seminars will be the sole responsibility of the Guild.

Article 32 – SEVERABILITY

If any article or section of the collective bargaining agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of the collective bargaining agreement and the parties shall meet to negotiate a provision that will meet the requirements of the law in the questioned clause.

Article 33 – NON-INTERFERENCE

The Guild agrees that it or its members, acting upon authority of the Guild or any local or unit thereof, except upon breach of the terms of this Agreement by the Employer, will not interfere directly or indirectly in any way with the production, distribution or delivery of any news, broadcast audio or TV news, feature or newsphoto or other service of the

This AGREEMENT renews and extends those expired collective bargaining agreements for the period December 1, 2008 through and including November 30, 2010, unless otherwise noted herein or in the attached tentative agreements.

This AGREEMENT amends the editorial bargaining unit and the technology bargaining unit agreements in accordance with the tentative agreements that are attached hereto and that have been initialed by the parties. Unless noted expressly otherwise in the attachments to this AGREEMENT, technology unit bargaining agreement will be precisely the same as the amended language attached hereto for the editorial bargaining unit.

This AGREEMENT provides a general wage increase of two percent (2%) to each employee's regular weekly salary and to economic differentials, which shall become effective on March 2, 2009. On December 1, 2009, The Associated Press agrees to pay a one-time lump sum of five hundred dollars (\$500.00) to each full-time employee in both the editorial and technology bargaining units, provided said employee is either actively employed, on a paid leave or on an approved unpaid leave of absence as of that date. Said amount shall be pro-rated for part-time employees based upon actual time worked during the year December 1, 2008 through November 30, 2009. This one-time lump sum payment shall not be added to an employee's base compensation and shall not be included in any calculation of payments that are due or may be due to employees under the collective bargaining agreements for wages, overtime or any form of premium pay or paid time off.

This AGREEMENT is subject to ratification by the union members of the News Media Guild collective bargaining units and by the Board of Directors of The Associated Press. The negotiating committees of the respective parties both agree to endorse this AGREEMENT and to recommend its ratification.

NEWS MEDIA GUILD

THE ASSOCIATED PRESS

DATED: February 7, 2009
NEW YORK, NEW YORK

Coverage Side Letter

February 7, 2009

Tony Winton, President
News Media Guild

Dear Tony:

This will confirm the parties' agreement and understanding with respect to Article 1 of the collective bargaining agreement for the technology bargaining unit.

First, the parties agreed to eliminate the language requiring that Technology Managers and/or Assistant Technology Managers be located in adjoining states to the technicians whom they supervise. The Employer agrees that the removal of that language shall not be the cause of an increase in the number of excluded positions and shall not be the cause for a reduction in the number of technicians/senior technicians/systems specialists.

Second, the parties agreed to include Tier 1 Product Support Specialists and Tier 2 Platform Specialists as covered job titles within the technology bargaining unit. The parties agree that they shall meet and resolve by March 15, 2009, the terms and conditions of employment for those employees with respect to wages, scheduling and work rules.

Sincerely,

Michelle Ehrlich

Product Support and Platform Support Specialists Side Letter

March 25, 2009

Mr. Tony Winton, President
News Media Guild

Dear Tony:

This letter confirms the agreement of the News Media Guild and The Associated Press regarding additional terms related to the parties' agreement to include Tier 1 Product Support Specialists and Tier 2 Platform Specialists (collectively referred to as "residual employees" hereinafter) within the Guild's collective bargaining unit of technology employees. All provisions of the agreement on inclusion of residual employees will become effective on April 20, 2009, with the exception of the general wage increase of two percent (2%), which is effective March 2, 2009, and the improvements to the Tier 2 Platform Specialist wage scale, which will become effective March 1, 2010. Tier 1 Product Support Specialists and Tier 2 Platform Specialists will receive the one-time lump sum payment of five hundred dollars (\$500.00) on December 1, 2009, according to the terms specified in Article 13 of the Technology Unit Agreement.

1. Experience Credit Dates

A residual employee's length of experience will be deemed to have begun on the date that he/she entered into or was hired into his/her current classification by the AP, unless the AP expressly granted additional classification experience on that date. In such latter event, the residual employee will be deemed to have the amount of prior experience credit expressly recognized by the AP plus the time of actual service in his/her current classification with the AP.

Any employee promoted from a Tier 1 Product Support Specialist position to a Tier 2 Platform Specialist position shall not be entitled to any experience credit in the higher classification on account of the work he/she performed in the lower classification. Similarly, any new hire into the Tier 2 Platform Specialist position shall not receive experience credit for work performed in a position equivalent to the Tier 1 Product Support Specialist position for a prior employer.

2. Vacation Accrual

All residual employees shall accrue vacation time off in accordance with the terms of the collective bargaining agreement, with the exception of Edward Grable, George Pateman and William Stewart. Messrs Grable, Pateman and Stewart will not suffer a reduction in their current annual accrual of vacation on account of their inclusion in the collective bargaining unit. Hence, they will continue to accrue fifteen (15) vacation days annually until their length of prior service entitles them to accrue at the rate of twenty (20) days annually, in accordance with the collective bargaining agreement.

3. Seniority Differentials

Effective April 20, 2009, all residual employees shall be eligible for the payment of seniority differentials in accordance with the terms of the collective bargaining agreement, except for Jennifer Gaydos. Ms. Gaydos' current weekly rate of pay shall be deemed to include payment for the seniority differential of \$34.78 per week for having more than 7.5 years of seniority. Hence, on April 20, 2009, Ms. Gaydos' shall not be entitled to any additional payment when the seniority differentials become effective for residual employees. Should Ms. Gaydos exceed ten (10) years of service with the AP, then she will be entitled to receive an additional weekly payment of \$11.37 per week in accordance with the seniority differential specified in the collective bargaining agreement for employees with more than ten (10) years of service. Thereafter, Ms. Gaydos will continue to be eligible for the partial amount necessary to increase her differential to the stated contractual amount in the event that she attains seniority levels beyond ten (10) years in accordance with the collective bargaining agreement.

Sincerely,

Michelle Ehrlich
Director of Global Labor and Employee Relations

Health and Welfare Fund Side Letter

February 6, 2009

Mr. Tony President
News Media Guild

Dear Tony:

This letter confirms the agreement of the News Media Guild and The Associated Press with respect to the utilization of the assets within and the final distribution and termination of the Local 1314 Health and Welfare Fund (hereinafter "the Fund"). Specifically, the parties agreed that the assets of the Fund will be used to create a partial premium holiday for technology unit participants in the group health insurance plans.

The parties agree that this letter agreement shall continue in full force and effect through November 30, 2012, when the assets of the Fund will either have been exhausted and/or must be fully distributed to active employees of the technology unit who participate in the group health insurance plan. To that end, the parties agree that duration and effectiveness of this Agreement is not contingent upon the duration of the current collective bargaining agreement or the effective dates of any subsequent collective bargaining agreement.

Under the terms of the 2008-2010 collective bargaining agreement for the technology unit, the parties agreed that employee contributions toward the cost of health and dental insurance premiums would be the same as those in effect for editorial unit employees on November 30, 2008. Nevertheless, during the period from December 1, 2008 through November 30, 2010, technology unit insurance plan participants will continue to make premium contributions at the same rates in effect on November 30, 2008 under the terms of the expired technology unit bargaining agreement. Each month an amount equal to the variance between the amount contributed by the technology unit employees and the required premium contributions will be withdrawn from the Fund. It is expected that this process will continue for a period of approximately four (4) years.

This process will continue for the period subsequent to November 30, 2010 and prior to November 30, 2012. If all of the assets of the Fund have not been fully utilized on or before November 30, 2012, the parties agree that the remaining assets of the plan will be distributed on a per capita basis to all then active members of the technology bargaining unit who participate in the group health insurance plan. Notwithstanding, the parties expressly agree that the utilization and/or final distribution may be accelerated and finally distributed on a date earlier than December 1, 2012, in accordance with any law, regulation or administrative determination or direction.

Sincerely,

Susan D. Gilkey
Director of Employee Benefits

Sick Days Side Letter

February 23, 2009

Mr. Tony Winton
President, News Media Guild, Local 31222
424 West 33rd Street, Suite 260
New York, NY 10001

Dear Tony:

This letter confirms that on October 1, 2009 employees covered under the News Media Guild Collective Bargaining Agreement will be awarded twelve (12) sick days.

These days will not be carried beyond December 31, 2009.

Sincerely,

Susan D. Gilkey
Director of Employee Benefits

