

WASHINGTON-BALTIMORE NEWSPAPER GUILD

LOCAL 32035

**THE NEWSPAPER GUILD-COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO, CLC**

and

AGENCE FRANCE-PRESSE

COLLECTIVE BARGAINING AGREEMENT

2017

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ARTICLE I – COVERAGE

1. a. This agreement covers all editorial, newsphoto, broadcast news, multimedia, research, economic and financial desk, technical, administration, and sales and marketing department Employees of the Employer in the Washington, Los Angeles, San Francisco, Miami, Chicago and New York bureaus, and in other bureaus within the United States in which the Guild demonstrates majority support through a card check, including, but not limited to, photographers, videojournalists, photo desk editors, reporters, desk editors, senior editors, archivists, computer and photo technicians, receptionists, secretaries, accountants, marketing sales associates and marketing sales managers and any other Employee engaged in the collection and dissemination of news and information or the maintenance and operation of machines needed for such activities, and accounting and sales and marketing functions. This Agreement shall not cover executives of the company, confidential secretaries and any supervisors as defined under the law, including the Deputy Manager of Photo Services.

b. Except as limited by specific terms of this Agreement, the Guild agrees that Agence France-Presse retains all its rights to operate and manage all aspects of its business as it deems expedient, including, consistent with past practice, the right to contract out.

2. The jurisdiction of the Guild shall cover all work performed by Employees in the departments and classifications listed in (1) above, and shall include new or additional work in departments covered by this Agreement and requiring the same or similar skills for which bargaining unit Employees are currently employed.

3. This contract shall cover all full-time, part-time and temporary Employees whose duties are described in Article I, Section 1, excepting interns, stringers and freelancers. However, stringers and freelancers shall not be used:

a. to regularly perform regularly scheduled bureau or department duties or assignments. Stringers may be used for coverage of the White House consistent with past practice.

b. to reduce the overall work force or Employee benefits covered by this agreement.

4. Temporary Employees

a. A temporary Employee is one who is employed for a particular project or a specified time not to exceed six months without consultation with the Guild and not to exceed eight months without agreement by the Guild. No consultation shall be necessary when Agence France-Presse hires a temporary Employee to fill in for a regular full-time or part-time Employee on a leave of absence as set forth in Article XVII. Notice of the name of the temporary Employee and the person he or she replaces shall be provided to the Guild.

b. A temporary Employee shall not eliminate or displace a regular or full-time Employee. The foregoing is not intended to change existing policy with respect to temporary Employees.

c. Within one week of hiring a temporary Employee, Agence France-Presse shall notify the Guild, in writing, with the name of the temporary employee, the work he or she is undertaking with the company and the projected length of time she or he is expected to work.

d. Notwithstanding the foregoing, the Employer may use an individual employed through a temporary-employment agency for a specified time not to exceed six (6) months to fill in during the absence of an Employee in the following positions: Clerical Personnel, Receptionist, Copy Aide, Inventory Supervisor, News Assistant, or Messenger. Such replacements obtained through a temporary-employment agency shall be excluded from this agreement. Within one week of using such a replacement, Agence France-Presse shall notify the Guild, in writing, of the name and position of the employee being replaced, the reason for replacement, the name of such replacement individual and the projected length of time she or he is expected to work.

5. Part-time Employees

a. A part-time Employee is one who is hired to work regularly less than 80% of the workweek as described in this contract.

b. A part-time Employee shall be covered by the job security provisions of this agreement.

c. A part-time Employee shall not be employed where such employment would eliminate or displace a regular full-time Employee without agreement of the Guild, provided that part-time employees may be used consistent with the past practice established between the parties.

d. A part-time Employee will not suffer a reduction in his or her hours of work except in accordance with the provisions of Article XI (Job Security), Section 8. The number of part-time hours may change, but may not be less than the number agreed upon at the time of hiring.

e. The Employer may employ a part-time Employee for no fixed or guaranteed number of hours, provided the Employee works no more than an average of 15 hours per week measured over a three-month period.

6. All temporary and part-time Employees employed by Agence France-Presse shall be subject to Article III (Union Dues Checkoff) of this agreement. The terms of this agreement described in Article VIII (Salaries and Wages) will apply to temporary and part-time Employees (on an hourly basis) from the first day of their employment, in accordance with their classification and experience.

7. a. Part-time Employees who work over 15 hours per week will receive severance pay, sick leave, vacation pay, holiday pay (if normally scheduled to work), medical insurance, life insurance and pension on a pro-rata basis, subject to the terms of the applicable contract provisions and plans.

b. Temporary Employees who complete three (3) months of continuous service will receive sick leave, vacation and holiday pay based on actual service on a pro-rata basis calculated from their starting date.

8. An intern is an individual working on a temporary basis. An intern shall not validate to the wire. An intern shall not eliminate or displace a full-time, part-time or temporary Employee.

Article II -- FAIR EMPLOYMENT PRACTICES

1. Agence France-Presse shall continue its policy of non-discrimination in regards to its hiring and promoting of Employees and shall treat and promote all Employees without regard to age, sex, race, color, creed, religion, national origin, marital or parental status, sexual orientation, irrelevant mental or physical handicap, political activities or political beliefs, or criticism of the Employer either orally or in print.

2. Agence France-Presse shall actively recruit women and members of minority groups for all posts covered by this agreement. The Employer's hiring standards shall not exceed those required for the job. "Actively recruit" shall mean that all notification of jobs being made available shall be sent to the following organizations:

1. Asian American Journalists Association
1765 Sutter Street, Room 1000
San Francisco, CA 94115
2. National Association of Hispanic Journalists
National Press Building, Suite 1193
Washington, DC 20045
3. National Association of Black Journalists
8701 Adelphi Road
Hyattsville, MD 20783
4. Women In Communications
1250 I Street, NW, Suite 305
Washington, DC 20005

3. Agence France-Presse will actively support in its recruitment, transfers and promotions all equal opportunity legislation and regulations in force within the United States and all U.S. territories.

4. Any problems or issues arising under this Article shall be handled by the grievance procedure set out in Article V.

Article III -- UNION DUES CHECKOFF

1. Upon a regular Employee's voluntary written request, the Employer shall deduct from the earnings of such an Employee and pay to the Guild an amount equal to current Guild dues. Such amount shall be deducted from the Employee's earnings in accordance with the certified schedules to be furnished by the Guild unless such authorization is revoked in writing by the Employee. Dues schedule may be amended by the Guild at any time.

2. Such sums shall be paid to the Treasurer of the Guild not later than ten (10) days after the deductions are made. The Guild agrees that it shall indemnify the Employer for any mistaken or inaccurate deductions attributable to inaccurate or mistaken information supplied by the Guild to the Employer.
3. The dues deduction assignment shall be made upon the following form:

**ASSIGNMENT and AUTHORIZATION
TO DEDUCT GUILD MEMBERSHIP DUES**

To: Agence France-Presse

I hereby assign the Washington-Baltimore Newspaper Guild, and authorize the Employer to deduct monthly from any salary earned by me as an Employee, an amount equal to all my Guild dues, as certified by the Treasurer of the Washington-Baltimore Newspaper Guild starting in the first week of the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Washington-Baltimore Newspaper Guild no later than ten (10) days after the deduction is made.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for one year from the date appearing below or until the termination of the contract between Agence France-Presse 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 year each or for the period of each succeeding applicable contract 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 30 days and not less than 15 days prior to the expiration of each one-year period or of each applicable contract 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 authorizations previously given by me in relation to my Guild dues.

Employee's signature

Date

Article IV -- INFORMATION

1. The Employer agrees to furnish the Guild with the following information regarding all Employees covered by this agreement:
 - a. Name, address, sex and date of birth,
 - b. Date of hire,
 - c. Job classification,
 - d. Experience rating and experience anniversary date,
 - e. Salary, including the precise formula for any commission or bonus arrangements, or other forms of compensation,
 - f. Full-time, part-time or temporary status,
 - g. Regularly scheduled weekly hours of work.
 - h. A numerical grouping by minority shall be provided to the Guild once a year.
2. The Employer shall notify the Guild monthly in writing of:
 - a. Merit pay increases granted by name of Employee, individual amount, resulting new salary, and effective date,
 - b. General and experience increases paid by name of Employee, individual amount, resulting new salary, and effective date,

- c. Changes in job classification, salary changes by reason thereof, and effective date,
 - d. Resignations, retirements, deaths and other revisions in the data listed in Section 1 and effective dates.
3. Within two weeks after hiring a new Employee, the Employer shall notify the Guild in writing with the data specified in Section 1 of this Article for each new Guild Employee.
4. The Employer shall supply the Guild with full information as to hiring and promotional standards and procedures, and any changes in such standards and procedures.
5. Access to Employee file.
- a. The Employer shall furnish to the Employee and to the Guild, if a written release has been provided from the Employee to the Employer requesting that the Guild have access to his/her files, a copy of any criticism, commendation, appraisal or rating of such Employee's performance in the Employee's job or any other comment or notation regarding the Employee simultaneously with its being placed in the Employee's personnel file. A blanket release may be given by the employee and shall be effective until revoked.
 - b. The Employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such Employee and/or the Guild deems to be adverse.
 - c. An Employee shall have the right to review the Employee's personnel file by appointment and upon request shall be provided copies of all material in the Employee's file.
 - d. No derogatory personnel record shall have any effect after two years following its date except if there has been further disciplinary action of the same type during the two year time period. After two years, all derogatory documents shall be removed and stored in a closed file that shall not be consulted in making personnel decisions.

Article V -- GRIEVANCE PROCEDURE

1. The term "grievance" shall mean any dispute between AFP and the Guild, or between AFP and any Employee covered by this Agreement, arising from the application of this Agreement or affecting the relations between the Employee and the Employer. The Guild shall designate a

committee of three (3) members of its own choosing to take up with the Employer or its authorized agent any grievances arising during the term of this Agreement.

2. a. A grievance shall be filed in writing within sixty (60) calendar days of when the incident becomes known or should have become known to the Employee or the Guild, whichever date is earliest, specifying the nature of the grievance and the contractual article or articles, if any, upon which the grievance is based. In the event a grievance is not filed within sixty (60) calendar days from the time the incident becomes known or should have become known to the Employee or the Guild, the grievance shall be considered resolved and no further action, including pursuit of the grievance in arbitration, shall be allowed.

b. An employee shall discuss the grievance with the Employee's supervisor, department head or bureau chief. Every reasonable effort shall be made to resolve differences at the lowest level possible.

c. As an alternative to subsection (b) above, a Guild representative shall discuss the grievance with the Employee's supervisor, department head or bureau chief. Every reasonable effort shall be made to resolve differences at the lowest level possible.

3. The Employer agrees to meet with the grievance committee designated by the Guild within five (5) calendar days after the request for such a meeting to resolve a grievance. The Guild agrees to request such a meeting in writing.

4. Reasonable efforts shall be made to resolve the grievance. The Employer shall give the Guild its written response within ten (10) calendar days of the meeting.

5. Any of the above time limits can be extended for a reasonable period by mutual agreement.

Article VI -- ARBITRATION

1. Any grievance may be appealed to arbitration in writing within thirty (30) calendar days of AFP's written response to the grievance as set forth in Article V, Section 4 above. A grievance that is not appealed to arbitration within the time specified above shall be deemed settled and shall not be subject to arbitration under this Article. This time limit may be extended by mutual consent of the Employer and the Guild. Notwithstanding any other provisions of this

Agreement, claims involving the discipline or discharge of Employees during their probationary period shall not be subject to arbitration.

2. Any question of whether or not a matter is arbitrable shall be submitted to final and binding arbitration.

3. Arbitrations shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association.

4. If the Arbitrator sustains the grievance in whole or in part, the Arbitrator shall have the authority to grant appropriate relief.

5. The decision of the Arbitrator in any such arbitration shall be final and binding, subject to judicial review as provided by law.

6. 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.

Article VII -- HIRING

1. The Employer shall notify the Guild of each vacancy and shall give full consideration to the hiring of candidates supplied by the Guild.

2. The Employer agrees not to have or enter into an agreement with another Employer binding such other Employer not to offer or give employment to any past or current Employee of the Employer.

3. a. All persons covered by this Agreement shall be informed, upon being offered employment, of Guild representation and shall be furnished the name of the Guild unit representative.

b. The Guild shall also be furnished with the name and contact telephone number, when available, for any new Employee as soon as he or she has accepted employment.

c. All current Employees shall be advised promptly of any vacancies in U.S. bureaus before advertising those vacancies outside AFP.

Article VIII -- SALARIES AND WAGES

1. a. The following weekly minimum salaries shall be in effect during the period of this Agreement and shall be paid on a monthly basis.

SALARIES AND WAGES

Writers, Editors, Photographers, Videojournalists, Photo Editors, Archivist, Researchers

| Experience | 1/1/2017 |
|-------------------|-----------------|
| First Year | \$ 873.19 |
| Second Year | \$ 956.07 |
| Third Year | \$ 1,010.66 |
| Fourth Year | \$ 1,095.99 |
| Fifth Year | \$ 1,238.67 |
| Sixth Year | \$ 1,385.49 |
| Seventh Year | \$ 1,499.69 |

Clerical Personnel

| Experience | |
|-------------------|-----------|
| First Year | \$ 740.12 |
| Second Year | \$ 793.70 |
| Third Year | \$ 810.69 |
| Fourth Year | \$ 895.75 |

**Inventory Supervisors, Tabulators,
Technicians, Documentalists**

Experience

| | | |
|-------------|----|----------|
| First Year | \$ | 838.29 |
| Second Year | \$ | 875.26 |
| Third Year | \$ | 984.43 |
| Fourth Year | \$ | 1,041.64 |
| Fifth Year | \$ | 1,178.57 |
| Sixth Year | \$ | 1,263.82 |

**Copy Aides, News Assistants,
Messengers**

Experience

| | | |
|-----------|----|--------|
| All Years | \$ | 666.97 |
|-----------|----|--------|

**Accounts Payable and Accounts Receivable/Personnel Accountants, Regional Accountants,
Sales Associates, Sales Managers**

Experience

| | | |
|-------------|----|----------|
| First Year | \$ | 807.99 |
| Second Year | \$ | 874.15 |
| Third Year | \$ | 946.51 |
| Fourth Year | \$ | 1,015.73 |
| Fifth Year | \$ | 1,096.29 |

Senior Accountants

Experience

All Years \$ 1,231.20

Senior Editor, Multimedia Coordinator

Experience

All Years \$ 1,799.64

b. Management shall have the sole discretion to promote, place or remove employees into or from the Senior Editor or Multimedia Coordinators positions, and its decision to promote, place or remove employees into or from those positions shall not be subject to the grievance/arbitration provisions of this Agreement.

c. Employees based in New York City shall have their weekly base salary, excluding seniority primes, overtime primes, sales commissions and sales bonuses, increased to \$60 over base. New York employees whose base salaries already are at least \$60 over base shall not be covered by this provision.

2. In the application of the foregoing pay schedules, for those hired after implementation of this agreement, "experience" shall mean experience gained at Agence France-Presse or elsewhere, which, in the judgment of the Employer, is comparable. The Employer agrees that it will consider any information submitted by the Guild bearing on this matter.

3. All increases granted on the above scale shall be made on the first payday closest to the anniversary date of the Employee's hire.

4. There shall be no pay cuts or decreases in salary or compensation, except that individuals removed from the Senior Editor or Multimedia Coordinator positions and assigned to other positions shall receive the scale applicable to the position into which they have been assigned, and shall not continue to receive Senior Editor or Multimedia Coordinator scale.

5. Night differentials.

When 50% or more of hours worked continuously (without regard to meal breaks) fall within the following hours, AFP will pay the corresponding differentials for the entire continuous working period, including meal breaks:

- a. Between 12:00 midnight and 8:00 a.m.-- 20%
 - b. Between 4:00 p.m. and 12:00 midnight -- 7.5%
 - c. Employees required to start work between 4:00 a.m. and 6:00 a.m. shall receive a 7.5% differential for their shift, provided, however, that this differential shall not apply if the employee is entitled to a night differential pursuant to subsection a. above.
6. Any Employee assigned to the slot position on the English Desk or French Desk two hours or more during a shift, except for a Senior Editor, shall be paid a premium of 20 percent of his/her pay for all hours worked in that position up to a maximum of eight hours per shift. This differential shall apply to any editor other than a Senior Editor assigned to the slot position between the hours of 8:00 a.m. and 10:30 p.m. seven days a week.
7. a. The minimum wage rates established in this agreement are minimums only. The Employer shall, on an annual basis, review each Employee's performance and may grant merit increases in the sole discretion of management.
- b. However, this shall not preclude any Employee from requesting a merit review at any time, nor management from granting a merit increase at any time.
- c. An employee paid above the top minimum of his or her classification shall maintain the same dollar differential above the new top minimum of the Employee's classification when minimums are increased.
8. a. Employees who are paid at the top of their scale shall receive the following seniority differential:
- 5% of base salary after 10 years of employment with AFP;
 - 7.5% of base salary after 15 years of employment with AFP;
 - 10% of base salary after 20 years of employment with AFP.

b. Seniority shall be defined, under this paragraph and for the purposes of vacation and sick leave entitlement (Articles XV and XVI) and for purposes of layoffs (Article XI) of this Agreement, as the length of continuous employment, including periods of full-time, part-time or temporary employment, as an employee of AFP. For purposes of this Article, employees who have worked temporary contracts shall be credited with time actually worked under such contracts.

9. The Employer shall, if requested by a new hire, within one calendar month of the hiring, arrange for that Employee's paychecks to be deposited automatically to his or her bank account. The Employer shall provide such Employee with the pay stubs as laid out in Article VIII (Salaries and Wages), Section 11. Existing Employees may elect in or out of the direct deposit program, with written notice to AFP, twice a year (January and June).

10. The total hours worked, differentials, deductions, gross and net pay, overtime pay and any other information related to hours worked or salary earned shall be clearly marked on the Employee's pay stub. A sample pay stub with explanations of the various items shall be made available to all Employees.

11. In addition to salary, Sales Managers and Marketing Sales Associates shall be paid commission on the amounts of annual business they generate pursuant to the sales commission plan that is currently in effect, provided that such plan may be revised by the Employer during the term of the Agreement upon agreement with the Guild:

| Amount of sales | Commission |
|------------------------|--------------|
| \$0 to \$24,999 | 3.00 percent |
| \$25,000 to \$74,999 | 4.00 percent |
| \$75,000 to \$149,999 | 5.00 percent |
| \$150,000 to \$299,999 | 6.00 percent |
| \$300,000 or more | 6.50 percent |

Sales shall refer to amounts actually paid by subscribers. Any arrears owed by a subscriber, or sums unpaid after a client cancels a subscription, shall not be taken in account in calculating the commission.

12. Annually, AFP management, in consultation with AFP marketing department personnel, shall establish individual and regional goals for new sales. These sales goals shall be provided to all Marketing Department Employees prior to February 15 of each year. Individual and regional

sales goals shall be reasonable based upon previous sales, anticipated market conditions and areas of development for AFP. Employees who meet their individual goals and remain on the payroll on the date the bonus is paid shall receive a bonus equal to two weeks' salary. If the Regional goal is met, all Guild-covered Marketing Department employees who remain on the payroll on the date the bonus is paid shall receive a bonus equal to two additional weeks of salary. Both individual and regional bonuses shall be paid by the end of March of the following year. These bonuses are in addition to commissions for sales as set forth in this Article of the Agreement and shall also be independent of one another; an employee who fails to achieve his or her individual goals shall still be eligible for a Regional bonus based upon Regional performance.

13. For Employees in the Administration and Marketing Departments, the Employer agrees to continue its policy of adjusting Employee work schedules consistent with the needs of the business and consistent with past practices.

Article IX -- 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. Employees working on journalistic assignments shall be required to maintain the standards and practices as outlined in the AFP Style Guides as published on the Company's Intranet site, and fulfill their responsibilities as outlined in the official job description for their positions at the time of their hire.

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 described in Article V (Grievance Procedure) and Article VI (Arbitration). A change in the method of operation shall not be considered a new job duty unless such change materially alters the job function.

3 a. Notwithstanding the provisions of Article IX and any other provisions of the contract, AFP shall have the right to assign editorial-related work to editorial employees on a temporary or part-time basis, without payment of premiums or penalties, even if such work is outside the normal work performed by the employee. By way of example, photo editors may be assigned work editing video,

and reporters may be assigned work such as taking photographs or recording video in connection with coverage of a particular story or event.

b. AFP shall provide adequate training to employees assigned such work to allow them to perform such work competently. AFP agrees that employees who are assigned such work on a temporary or part-time basis shall not be disciplined or discharged, nor have their performance evaluations adversely affected, to the extent they are unable to perform new or different work outside of their normal work processes.

Article X -- HOURS AND OVERTIME

1. Definition of regular working hours.

The workweek shall consist of the seven-day period beginning at 12:01 a.m. on Monday and ending at midnight on Sunday. The normal workweek shall consist of five (5) shifts of eight (8) hours each, with each shift to include a break not to exceed one (1) hour. Employees who work four hours or more beyond their normal shift shall be entitled to a one-half hour break for each four hours worked. The breaks shall not be taken at the beginning or at the end of the shift without the agreement of the Department Head or the Desk Chief. An Employee, with the consent of the on-site Supervisor, who works through his or her entire one (1) hour break shall be compensated at the rate of one (1) hour in compensatory time off in addition to other compensation due the Employee under this Agreement, provided that this shall not apply to Employees working the overnight shift.

2. Employees assigned and required to work on Sunday shall receive a Sunday pay differential of 7.5% of their regular daily rate in addition to any other shift differential which may apply. An Employee may designate a different Sabbath day for such premium pay. However, no cumulative differential for Sunday work shall exceed 15%.

3. a. Overtime, calculated as an increment to the base pay, is defined as work performed beyond the eight (8) hours of any workday or the 40 hours of any five-day workweek, as defined in Section 1, except when Employees work six consecutive days in one week and four consecutive days during a following week to enable them to be off on weekend days as per Article X, Section 14, in which event Employees shall not be entitled to overtime for such work.

b. Overtime pay shall be accorded in addition to evening, overnight and Sunday differentials and slot-pay premiums. But, overtime pay, where specified under this Agreement, shall supersede, and shall not be cumulative with, any other premiums, differentials or other increments to salary.

c. No overtime shall be paid for existing agreed upon flex time programs which are in effect at the signing of this Agreement or other arrangements agreed to by the Employer and the Guild.

d. For weeks in which a recognized holiday falls, the following formulas shall apply:

- i. If the Employee does not work on the holiday and works a total of 32 hours in the week, she/he is entitled to base pay and no extra compensation.
- ii. If the Employee works on the holiday and works a total of 32 hours in that week, she/he shall receive 50 percent over base pay for the holiday worked.
- iii. If the Employee works on a holiday and works a total of 40 hours in the week, she/he shall receive 50 percent over base pay for the holiday worked and eight hours of overtime for the fifth day worked.
- iv. If the Employee does not work on the holiday and works a total of 40 hours in the week, she/he shall receive eight hours of overtime for the fifth day worked.
- v. In all cases enumerated in this subsection, the Employee shall have the choice to receive the prescribed compensation as money or time off.
- vi. Vacation scheduled by the Employer, under Article XV, Section 4(b), shall be counted as time worked in calculating compensation due an Employee. Other paid time off taken by an Employee in the week in which a recognized holiday falls shall not be counted in determining compensation due the Employee.

e. An Employee on an in-town or out-of-town assignment who works 12 or more consecutive hours shall receive an additional premium of 10 percent of the daily compensation, base pay, plus the in-town or out-of-town differential, to which the Employee is entitled for such a shift notwithstanding any other provision of this Agreement.

4. It is the Employer's opinion and the Union does not concede, that journalists, editors and photographers in the District of Columbia are deemed professionals and are not entitled to overtime pay. Notwithstanding that position, and for this contract only, the Employer shall voluntarily provide them with cash-only overtime payment at the rate of one and one half times their regular rate of pay. However, the overtime pay shall not be given to those who earn 15% or more over the minimums set forth in this agreement.

5. Photographers, sports desk editors and English desk editors detached from the desk for long-term assignment, shall receive a 15% premium in lieu of overtime, all differentials and other increments to salary except as specifically provided in this Agreement.

6. There shall be no combination or pyramiding of premiums, pay in lieu of overtime, night or shift differentials or other increments to salary except as specifically provided in this Agreement.

7. While in Washington and not on an in-town assignment:

a. No Employee shall be scheduled to work more than five consecutive days in a workweek except as noted in Article X, Section 3 (a).

b. Employees working more than six consecutive days over two weeks shall be paid at the rate of base pay plus 50% pay for each consecutive day worked beyond the sixth workday, except if the condition is at the Employee's request. Holidays and sick days granted under this Agreement shall not affect an Employee's entitlement to the premium set forth above.

c. Employees receiving consecutive-day pay shall receive this premium in addition to a night differential, but shall not otherwise be entitled to premiums on top of premiums.

8. Days off shall be consecutive throughout, unless an Employee agrees to separated days off, and a day off shall consist of at least 24 hours between work shifts, and two days off shall consist of at least 48 hours between work shifts.

9. Work schedules shall be posted each Thursday by noon, at least four weeks and one day in advance of the week for which they apply.

a. Changes may be made by the Employer in the work schedules to meet unforeseen situations, news emergencies resulting from extraordinary news developments or staff emergencies resulting from the inability of any Employee or Employees to work a scheduled shift.

b. Work schedule changes made less than one week before they are to take effect may be made only with the consent of the Employee(s) affected.

10. Employees shall have a minimum 12 hours off between work shifts. Employees who begin work less than 12 hours after their previous shift shall be paid at a rate of time and one-half for the period worked before the 12-hour interval has elapsed. This paragraph shall not apply to reporters and photographers who receive primes in lieu of overtime.

11. a. Time spent traveling to or on an assignment (but not commuting to AFP's premises or the Employee's normal place of work, except as otherwise provided for in Section 22 21 of this Article) shall be considered time on the job.

b. All Employees shall be paid twenty percent (20%) over their daily base pay for each day they are on out-of-town assignment. This differential shall apply to all out-of-town assignments and be in lieu of any overtime or other differentials, but for Employees who receive the 15% prime it shall be paid in addition to the prime. Out of town assignments shall be defined in this section only as assignments requiring an overnight stay, or a flight, or travel outside a 100 mile radius of the employee's home bureau.

c. Senior Editors, Editors and Photo Editors shall be paid 15% over their daily base pay rate for each day they are on in-town assignment for work beyond the standard workday or workweek. This differential shall apply to all in-town assignments and be in lieu of any overtime or other differentials, except that it shall be paid in addition to the premium set forth in Section 3(e) above.

d. An Employee who works a split day, part in the office (for more than one hour) and part on an in-town assignment, shall receive regular overtime for work beyond the standard workday or workweek. Working on the assignment in the office shall constitute being on assignment.

e. An employee who, while on in-town or out-of-town assignment, works through his or her scheduled days off shall be reimbursed for said days with not less than a full day of compensatory time off to be accrued at the straight-time rate.

f. Days spent on in-town or out-of-town assignment shall be counted when determining eligibility for overtime or consecutive-day pay for Employees who complete their assignment and return to normal work without a break. But those days spent on in-town or out-of-town assignment shall not be subject to consecutive-day pay themselves.

g. Senior Editors, Writers, Editors and Photo Editors shall not be scheduled to work more than four hours in the office on a day when the Employee is scheduled to spend the night out-of-town on assignment, except in the event of unforeseen circumstances.

12. Employees whose overtime assignments deprive them of adequate rest intervals between scheduled work shifts shall be allowed reasonable recuperation time before reporting for the next regularly scheduled starting time, subject to the approval of the department head or bureau chief. Such approval shall not be unreasonably withheld.

13. The Employer shall maintain a record of all overtime worked by Employees who are covered under this Agreement and are entitled to overtime. Such a record shall be made available for inspection to the Guild upon request.

14. Employees called to serve jury duty or up to two weeks in the military reserve shall suffer no loss of income during the period of such service. Notice of such service must be given to the Employer as soon as possible after the Employee receives such notice.

15. Employees who work the five- day week shall be guaranteed an average of at least one Saturday/Sunday weekend or two single weekend days off every six weeks. However, no employee shall be scheduled for more than four weeks without at least one weekend day off, except by mutual consent.

16. a. Except for Employees who volunteer to work shifts ending after midnight, scheduling for all shifts -- including shifts regularly commencing between the hours of 5:00 p.m. and 7:00 a.m. -- for comparable work shall be done on an equitable basis. Employees shall work their scheduled shifts for two weeks, after which time they shall be rotated to new shifts except as agreed to by the Employee and the Employer. Departments or desks may arrange schedule

variations according to their needs. Employees who work the overnight shift shall receive a paid recuperation day after working four (4) consecutive overnight shifts.

b. The workweek for the position of weekend overnight on the English Desk, including the paid recuperation day provided for in Section 16(a) above, will consist of thirty-two (32) hours spread over three or four consecutive nights of work as decided by the Employer. If the workweek is spread over four nights, each shift shall be eight (8) hours. If the workweek is spread over three nights, two shifts shall be for eleven (11) hours each and a third shift for ten (10) hours without incurring overtime for work beyond eight (8) hours of the workday (notwithstanding Sec. 3(a) of Article X). In either event, the 32-hour workweek shall include breaks not to exceed four (4) hours.

c. The two week limit contained in 16.a. may be waived if AFP recruits and hires a new employee specifically to fill the weekday or weekend overnight shift on the English desk. An employee hired specifically for such assignments shall be entitled to continue in that assignment without displacement by a more senior AFP employee, either on a temporary or permanent basis. An editor hired specifically for one of these shifts shall be given priority to fill any regular desk position that becomes vacant, once he or she has worked on the overnight shift for a minimum of 12 months.

17. Any Employee who is recalled to duty shall receive not less than four hours' pay at the rate of time and a half. Any Employee, except one on an in-town or out-of-town assignment, who works on his or her day off shall receive at least a full day's pay at the rate of time and a half.

18. An Employee shall not be called unreasonably into work on his or her vacation or day off.

19. The Employer recognizes the need and value that each Photo Editor or Text Desk Editor shall be given the opportunity to work off-desk (on outside assignments) when feasible.

20. An Employee required to "read in" prior to the start of his or her shift shall be compensated as set forth in this agreement.

21. a. Technical Department employees assigned to be on "standby/on call" shall be paid six dollars (\$6.00) per hour for all hours scheduled as "standby/on call."

b. If a Technician is required to come into the bureau or client worksite, the employee shall be paid at the rate of time and one-half for all hours worked (inclusive of travel time) in

addition to the six dollars (\$6.00) per hour, with a minimum of four hours reimbursed at the rate of time and one-half. In addition, a Technician shall receive a minimum of one-half hour of pay at the overtime rate for each trouble call he/she works on without returning to the bureau or client worksite (each trouble ticket shall be considered one call, even if resolving the problem involves multiple phone calls) or the actual time he/she spends in resolving the problem, also at the overtime rate, whichever is greater. Shift differentials, weekend differentials and short turnaround pay do not apply to “standby/on call” time, including time worked. “Standby/on call” time shall not be considered time worked for the purposes of premium pay as applied to any clause of Article X of the Agreement.

- c. AFP shall pay for mileage and tolls if a Technician uses a car to return to the bureau.

Article XI -- JOB SECURITY

1. a. After completion of their probationary period, no Employee shall be discharged without just and sufficient cause. The Guild and the Employee shall be notified in writing at least one month in advance of any dismissal, with the reason for the dismissal stated in such notice. The Employer may pay four weeks’ salary, in addition to the appropriate severance pay, in lieu of notice to the individual. However, no notice or pay in lieu of notice shall be required if an Employee is discharged for dishonesty, willful and repeated neglect of duty, gross misconduct or if the discharge is self-provoked.

b. Except in case of gross misconduct, the Guild and Employer subscribe to the principles of progressive discipline. Progressive discipline for related instances of misconduct generally shall require counseling, oral reprimand, written warning and unpaid suspension before discharge.

c. All Employees shall give two weeks notice to AFP before resigning. Said notice period shall not include personal, sick, vacation days or any other accrued compensatory time.

2. New Employees shall have a probation period of three (3) months. The Employer shall notify a new Employee in writing two months after his or her initial employment whether his or her performance is satisfactory, including (a) all factors involved in this decision and (b) if in the opinion of Employer it is felt that the Employer will be unable to effectively evaluate the performance of the Employee in the three-month probationary period. In the latter event, the Employer may extend the probation period for another three (3) months, and shall notify the

Employee of the decision in the two- month evaluation. The Employer shall specify which task(s), machine or procedure(s) the Employee has appeared to have difficulty mastering. A copy of this notification shall be sent to the Guild within five (5) days of its being written.

3. There shall be no dismissals or reductions in salaries by reason of putting this Agreement into effect.

4. The Employer shall give Employees displaced by the transfer of a particular function of a desk, bureau or department ninety (90) days notice of such action and the option of accepting a transfer with the function to another bureau or department or accepting severance pay as provided in Article XIX, Section 1, and dismissal indemnity as provided in Article XIX, Section 2, in lieu of a transfer (“transfer” shall mean the physical move 60 miles or more from a bureau).

5. a. The Guild and Employees shall be notified of all job openings with the Employer's worldwide service as the Washington, DC bureau is notified by the Paris headquarters. Qualified Employees covered under this Agreement shall be eligible and permitted to apply for any such job openings.

b. The Guild and Employee shall be notified of inter-divisional exchanges and other job opportunities, such as, by way of example, temporary transfers to another bureau or job position, as they become available. Qualified Employees covered under this Agreement shall be eligible and permitted to apply for these job opportunities.

6. Employees desiring transfers shall make their wishes known to their supervisor and the manager of their department in writing. Transfers shall be made only upon mutual agreement, and no Employee shall be penalized for refusing to accept a transfer, provided, however, that employees who accept a temporary transfer to another bureau shall be required, absent the consent of the Employer, to return to their original bureau and position at the end of the temporary transfer. Temporary transfer agreements shall be in writing with a copy provided to the Guild. An employee who does not return to his or her bureau at the conclusion of the agreed- upon term of the temporary transfer shall be deemed to have resigned his or her employment.

7. When an Employee is transferred in the United States, the Employer shall pay reasonable transportation costs of the Employee, Employee's spouse or the Employee's domestic partner for whom health benefit coverage is provided pursuant to an AFP plan and Employee's dependents. All travel shall be at coach rate. Conditioned upon the presentation of two estimates, the costs of moving the Employee's household goods shall also be paid. The Employer has the right to establish

reasonable guidelines and ceilings for moving costs. Any costs incurred over these guidelines shall be at the Employee's expense. In addition, the Employer shall reimburse the Employee for hotel expenses for a period not to exceed fourteen (14) days.

8. If necessary staff reductions for economic reasons cannot be accomplished through attrition, dismissals shall be made in inverse order of length of service with the Employer, with the most recently hired Employees becoming the first to be dismissed, provided that the remaining Employees are able to perform the work required.

a. The Employer shall notify the Guild in advance of any such proposed notice of dismissal, specifying the number of Employees and the reasons for the proposed dismissal.

b. During the two weeks immediately following the notice to the Guild, the Guild and the Employer shall enter into discussions on ways to avoid or reduce the dismissals. The Employer shall give serious consideration to any proposals made by the Guild.

c. At the conclusion of the two-week discussion period, Employees to be dismissed to reduce the force shall be given ninety (90) days notice of dismissal and shall be given the option to transfer to available openings within AFP's operations, for which they are as well qualified as other available candidates. Employees on layoff notice who leave during the ninety (90) day notice period shall be paid severance per Article XIX, Section 1, and dismissal indemnity as provided in Article XIX, Section 2.

d. Each Employee dismissed under a reduction of force shall receive severance pay and dismissal indemnity, as applicable, and shall be placed on a re-hiring list. The Employer shall fill each new vacancy in the bargaining unit with a person from the list. The person re-hired shall be the person on the list with the most seniority in the category where the vacancy occurs or in any higher category, provided the Employee is capable of performing the work. Employees who are returned to work shall have their dismissal indemnity deducted from any future dismissal indemnity.

e. The notice requesting a laid-off Employee to return to work shall be sent registered mail to the last known mailing address of the Employee, as reflected by the Employer's records, and to the Guild. Such Employee, within five working days after receipt of such notice, shall advise the Employer of his or her intent to return to work. If the Employee advises the Employer that he or she does intend to return to work, he or she shall return to work

within 10 working days from the time that the notice of recall was received, unless otherwise agreed.

9. The Employer shall give the Guild ninety (90) days notice prior to the introduction of equipment or processes which will create a new job or eliminate an existing job. The Employer shall make every effort to retrain and/or transfer an Employee to another position, subject to the stipulations of this Agreement.

Article XII -- GUILD BUSINESS

1. The Employer shall recognize the Guild as the sole and exclusive bargaining agent of the Employees in the bargaining unit.

2. There shall be no interference or attempt to interfere with the operations of the Guild.

3. a. Every current as well as new hire shall have the option of joining the Guild. Membership in the Guild shall not be a condition of employment. However, if an Employee joins the Guild, as a condition of continued employment, the Employee must be in good standing with the Guild for the duration of the contract. An Employee may terminate his or her membership in the Guild and be discharged of any future financial duty by giving written notice to the Guild by registered mail not more than 30 days and not less than 15 days prior to the expiration of this Agreement.

b. Management shall make the Guild's existence as the exclusive bargaining unit for all Employees and to all new hires known, and that their hiring will in no way be affected by Guild membership. It will provide all new hires with Guild materials and a written statement that no job offer is in any way affected by Guild membership. It will further notify the Guild of any new hire so that it may set up an appointment with the new hire to discuss Guild membership.

4. AFP will pay reasonable travel expenses and provide paid time off for the Washington Unit Chair to visit New York twice a year, for one- day visits without an overnight stay, to meet with AFP staffers employed in New York. Such meetings shall take place in the New York bureau or another location to be agreed upon at times that do not disrupt the New York operations, and reasonable requests for time off for these meetings will be granted. The meetings are voluntary.

Article XIII--EXPENSES

1 a. The Employer shall pay expenses incurred by an Employee in the course of the Employee's work when such expenses have been authorized by the Employer. Such authorized expenses shall include transportation, lodging, if required, and professional expenditures. Personal expenses other than transportation, professional communication and lodging incurred during domestic or international assignments requiring an overnight stay outside of a thirty (30) mile radius from the bureau shall be paid at the "MI&E" rate established by the U.S. Government for travel to such locations. Employees providing receipts for business entertainment or other legitimate business purposes (not including unnecessary personal expenses) shall be reimbursed for reasonable expenses that exceed the Government rate.

b. Reasonable expenses incurred in work-related travel outside a thirty (30) mile radius from the employee's home bureau not requiring an overnight stay shall be reimbursed upon presentation of appropriate supporting receipts.

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

a. A minimum of 58 cents (\$.58) per mile, but not less than twelve dollars (\$12.00) for each day the Employee is authorized to use his or her motorized vehicle.

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

3. The Employer agrees to make adjustments in the mileage reimbursement rate listed in this Article, based on the IRS standard mileage rates used to calculate the deductible costs of operating an automobile for business purposes. The rate of 58 cents (\$.58) where it appears shall be increased to the nearest cent on January 1 (or more frequently if the IRS updates the rate more frequently.)

4. The Employer shall reimburse the Employee promptly for any 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 authorized company business (this does not include commuting to and from work), not reimbursed by insurance, shall be reimbursed by the Employer, up to 500 dollars (\$500.00). All reimbursement is subject to verification of the loss claimed.

5. The Employer shall furnish all transportation costs or vehicles for office messengers while on company business.

6. To take into account the security needs of its Employees, the Employer shall reimburse each Employee for either a taxi or parking, at the employee's option, for each shift worked after 10 p.m., up to a maximum of \$20 per day. To qualify for this allowance, Employees will be required to submit taxi or parking receipts, and in New York City, Washington DC and other cities where computerized or metered receipts are available, taxi receipts will have to be metered print receipts in order to obtain reimbursement, absent extenuating circumstances. This allowance shall not be available to Employees who are provided with parking privileges or who regularly avail themselves of Employer-paid parking.

7. The Employer will continue its transportation subsidy program. The Employer agrees to pay up to \$80 per month per Employee who lives in the District of Columbia participating in the program, and up to \$130 per month per Employee living in the Washington metropolitan area outside the District of Columbia participating in the program. Employees using the transportation subsidy shall submit their transportation receipts for reimbursement. Employees shall submit their receipts monthly or less frequently, but the total amount reimbursed shall not exceed the annual limits. Employees who use Employer-paid parking will not be eligible for a transportation subsidy. The transportation subsidy will not be transferred to another party, sold or otherwise used for a purpose other than intended above. In the New York bureau, employees shall be eligible to be reimbursed for the purchase of a monthly Metrocard. In other bureaus covered by this contract outside of Washington, D.C. and New York, the Employer shall participate in similar commuting subsidy programs on a comparable basis, for Employees who are not provided with parking privileges or who do not regularly avail themselves of Employer-paid parking.

8. At the request of an Employee who regularly travels in the course of his or her employment, the Employer shall provide the Employee a credit card, without cost to the Employee, for lodging, transportation, professional expenditures or other expenses in connection with travel on behalf of the Employer. In the event that the current American Express program is terminated, and no reasonable substitute is available, this benefit shall be terminable at the Employer's option.

9. To accommodate Photographers who commute with bulky, heavy and expensive equipment, the Employer shall reimburse them on an expense basis, upon submission of appropriate receipts, for parking costs on the Employer's premises. Photographers covered under this paragraph shall not be eligible for the transportation subsidy. Photographer's car

usage allowance will continue to be paid only when the Employee is requested to use his/her vehicle to travel to and from an assignment.

Article XIV -- HOLIDAYS

1. The following days, or days observed as such, shall be considered holidays and granted to all Employees with full pay:

| | |
|-----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

2. An Employee may substitute any religious holiday for any holiday enumerated above.

3. Except as noted below, an Employee also may select five personal holidays per calendar year that are mutually acceptable to the Employer. During the first calendar year of employment, the personal holidays shall accrue at the rate of one day for each two months of employment or major fraction in the first six months' service during the first calendar year of employment and three months' employment or major fraction thereof in the second six months' service during the first calendar year of employment. In the case of the personal holidays, the Employee will notify the department head or bureau chief in writing two weeks prior to the date of the desired holiday. Employees who have five (5) or more years of service shall have six personal days; employees with 10 or more years of service shall have seven (7) personal days. These days shall accrue at the same rate as set forth above.

4. Any Employee required to work part or all of his or her shift on any of these holidays or previously approved personal holidays shall be paid in money or compensatory time off, at the Employee's option, at the Employee's regular rate plus fifty (50) percent. Any such compensatory time off shall be scheduled by mutual agreement between the Employer and the individual.

5. When any of the Section 1 (above) holidays falls on a weekend but is observed on a Monday, an Employee working on either the holiday or the day observed as such shall be compensated at the holiday rate of base pay plus fifty (50) percent.

6. For each of the specified holidays occurring during an Employee's vacation, that Employee shall be given another day off.

7. An employee scheduled to work on holiday who does not work on the holiday shall not be paid the premium for holiday work.

Article XV -- VACATION

1. Vacation shall be credited to the Employee based on the actual time of continuous employment with AFP, either in the United States or elsewhere, and shall be given with full pay.

2. Employees will be entitled to vacation time accrued per pay period on the following basis:

- a. Three workweeks during the first and second years.
- b. Four workweeks during the third through ninth years.
- c. Five workweeks at ten years or more.

Vacation time must be taken within the calendar year following that in which it was accrued. Vacation time not taken cannot be carried over and will be lost unless prior consent of Employer is secured based on signed vacation request forms.

3. Employees (or the Employee's estate in the event of the Employee's death) leaving the service of the Employer shall receive payment for accrued but unused and unpaid vacation time.

4. a. Vacations shall be scheduled on a calendar-year basis. An Employee wishing to schedule a vacation of one week or longer should submit his or her vacation request in writing to the Employer at least five weeks prior to the desired vacation time off. The Employer may place limitations, for operational reasons, on the number of Employees on a desk or within an operation who can take vacation at the same time, and shall be entitled to cancel previously scheduled

vacations for operational reasons. If a previously scheduled vacation is canceled by the Employer and cannot be rescheduled within the calendar year, the canceled vacation will not be forfeited and shall be carried over to the next year.

b. Any vacation not scheduled by the Employee by September 15 of the year in which it is due may be scheduled by the Employer to be taken by the end of the year. The Employer will consider any special or unforeseen circumstances that may result in the need for the Employee to reschedule the vacation, and permission to do so shall not be unreasonably withheld.

c. Employees who have accrued compensatory time off shall be required to take such time off prior to taking any vacation days.

5. a. For vacations in months other than July and August and between December 15 and January 15, in the event of a conflict between the vacation dates chosen by Employees, the Employer shall make the determination based on the Employee's seniority provided that the request for vacation was submitted at least five weeks prior to the desired vacation time off.

b. For vacations in July and August, in the event of a conflict between the vacation dates chosen by Employees, the Employer shall make the determination based on the Employee's seniority provided that the more senior Employee's request for vacation was submitted by May 1. For vacations between December 15 and January 15, in the event of a conflict between vacation dates chosen by employees, the Employer shall make the determination based upon seniority provided that the more senior employee's request for vacation was submitted at least six weeks in advance of the requested dates.

6. At the Employee's request, the Employer shall pay the Employee advance vacation pay, computed at the straight-time rate prevailing when the vacation is taken, on his or her last working day before the vacation. Employees who do not return from vacation after receiving vacation pay in advance shall repay such advances from any sums due and owing the employee upon termination from employment.

7. Part-time Employees shall earn vacation on an equal but pro-rated basis.

8. For approved vacations, the Employer shall reimburse the Employee for forfeited deposits/fares made for vacation accommodations or travel resulting from a change in his or her vacation schedule where such change has been requested by the Employer.

Article XVI -- SICK LEAVE AND WELFARE

1. Sick leave shall be paid as follows:

a. For up to three one year's continuous service, two weeks at full pay and two weeks at half pay.

b. For three years and thereafter, full pay of one week for each full year of continuous service, and then half pay for a like number of weeks, up to a maximum of 20 weeks at full pay and 20 weeks at half pay.

c. Part-time Employees will receive sick leave equal to a pro-rata share of the above schedule based upon the number of hours they are regularly scheduled to work.

d. For employee illnesses or sick leave as set forth in subsection 1(g) below of more than three days' duration, or for repeated absence due to illness, Agence France-Presse may require the Employee to furnish medical documentation of the illness.

e. An employee absent from work for 90 days shall be required to apply for long term disability (LTD) benefits, except where the Employer and the Guild agree that no such application is required. If the employee's application for LTD benefits is granted, he/she shall receive LTD benefits instead of sick leave. Employees are entitled to continue receiving sick leave while their application for LTD benefits is considered. Employees who have been denied LTD benefits shall be entitled to sick leave as provided in this Article. An employee on workers' compensation shall maintain his/her right to his or her job regardless of their LTD status, except for cases where the employee is totally and permanently disabled. Employees on LTD – but not receiving workers' compensation – shall maintain their right to their job for twelve months except for cases where the employee is totally and permanently disabled. After twelve months they shall be put on a preferential rehire list and placed in the first available job for which they are qualified, unless another candidate is substantially better qualified for the position.

f. Employees who exhaust all of their available sick leave in a given year shall be entitled to take the following percentages of sick leave as provided in this contract in the succeeding year(s) or two weeks at full and two weeks at half pay, whichever is greater:

First Year: 50%

Second Year: 100%

g. i. Employees covered by this agreement may donate up to one half of their unused sick leave in a calendar year to another employee who has exhausted his or her sick leave but who must remain on leave due to emergency illness. Such donated sick leave shall be deducted from the donating employee's sick leave and from his/her 10- day annual sick leave account used in calculating his/her attendance bonus in paragraph 6. Employees shall not be entitled to donate unused sick leave upon resignation.

ii. In case of emergency illness and requested donation of sick leave, Guild unit officials shall canvas members of the bargaining unit and inform management in writing as to which Employees are donating sick leave, and how much each is donating.

h. Medical, dental or mental health care, when administered by a licensed professional and the care of a child, parent or other dependent, shall qualify for sick leave under this Article.

i. The Employer may promulgate reasonable guidelines, which may vary from department to department, with respect to how Employees are to notify the Employer of absence due to sick leave.

2. Employees (or the Employee's estate in the event of the Employee's death) leaving the service of the Employer shall not receive payment for accrued but unused sick leave. An attendance bonus shall not be paid to Employees leaving the service of the Employer, except in cases of death when the bonus shall be paid to the Employee's estate if the Employee qualified for the bonus.

3. No deductions for sick leave shall be made from overtime or vacation credited or to be credited to the Employee.

4. a. The Employer shall provide a medical insurance plan which covers group hospital, medical, surgical, dental, orthodontics and Major Medical benefits for Employees covered under this Agreement and their dependents.

b. Effective March 1, 2016, employees may elect coverage under either the Carefirst Administrators PPO Plan (PPO), with benefits and co-payments modified as provided in the attached side letter, or the Carefirst Administrators HDHP Plan (High Deductible Plan). The PPO Plan shall have a deductible of \$250/\$500 in network, and \$500/\$1000 out of network. The High Deductible Plan shall have a deductible of \$1300/\$2600. Employees choosing the High Deductible

plan for the plan year beginning on March 1, 2016 shall contribute \$33 per month for single coverage; \$44 per month for employee plus spouse; \$55 per month for employee plus child; and \$77 per month for family coverage. Employees choosing the PPO plan shall contribute for the plan year beginning on March 1, 2016 \$75 per month for single coverage; \$98 per month for employee plus spouse; \$106 per month for employee plus child; and \$182 per month for family coverage.

c. Employees choosing the High Deductible Plan shall be entitled to establish a Health Savings Account (HSA) in the fashion prescribed by law. For the plan year beginning on March 1, 2017 only, the Employer shall contribute \$850 per employee/\$1500 per family to the employee's HSA.

d. Dependent coverage shall be made available to domestic partners of Employees subject to the rules established for such coverage by the applicable plan. The Employer shall notify the Guild of contemplated changes in health insurance administrators and, upon request, shall consult with the Guild on such changes.

5. As a condition of employment, all hires shall be required to take a mandatory eye test by a doctor approved by the Employer and at the Employer's expense. The results of these tests shall be given to the Employee and the Employer.

6. The Employer shall grant to those Employees who have not used all of their sick days nor more than 10 sick days in a given calendar year an attendance bonus of up to five days of their unused sick leave based on the difference between sick leave used and available sick leave.

7. In consultation with the Guild, the Employer agrees to continue to provide and pay 100 percent of the cost of a long-term disability plan providing for 60 percent of basic monthly earnings to a maximum of \$5,000 per month after 90 days of a disability due to injury or sickness that prevents the employee from performing each of the material duties of his or her regular job. This provision applies to all employees regularly scheduled to work at least 20 hours a week.

8. The Employer agrees to reimburse an Employee 80 percent of the cost of a smoking cessation program maintained by a recognized provider of such services, to the extent not covered by insurance, upon prior approval of the program by the Employer, and proof that the Employee has completed the program.

Article XVII -- LEAVES OF ABSENCE

1. Applications for leaves of absence shall be sent to the department head or bureau chief in writing, with the reasons stated. If granted by the Employer, such leaves shall not be construed as breaks in continuity of service in the calculation of all benefits and salary under this Agreement, and he or she shall be reinstated in the same or similar position in the same bureau or department upon expiration of such leave. Time spent on an unpaid leave of absence under Sections 1 and 2 of this Article need not be counted toward the accrual of benefits and seniority.
2. In the event the Employee is elected or appointed to any Newspaper Guild office or position, 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 or her union, such Employee shall be given a leave of absence should the Employee request such a leave, up to a maximum leave of two years. Employees applying for such leaves will, except in time of emergencies, give the Employer at least two weeks' advance notice of such intention and shall specify the expected duration of such leaves. The number of Employees in this paragraph shall be limited to two (2) and not more than one (1) from any service or desk.
3. The leaves set out in Sections 1 and 2, above, shall be without pay or benefits unless the Employee pays the benefits himself/herself and where permitted by the benefit provider
4. An Employee designated by the Guild to attend a negotiating meeting or any other meeting between the Employer and the Guild shall be released from work for that purpose without loss of pay. Employees working for the Guild or on an unpaid leave of absence shall not be paid for such time. This paragraph shall not require the Employer to grant paid time off to allow Employees to testify in arbitration hearings. The Employer shall grant paid time off to the grievant and one Guild unit officer to attend arbitration hearings. Efforts shall be made to schedule such meetings to avoid an unreasonable disruption of the operations. Not more than two (2) Employees from any service or desk shall be permitted under this paragraph.
5. **Maternity and Parental Leave**
 - a. An Employee who becomes pregnant shall be entitled to up to 10 months of maternity leave. An Employee shall be entitled to paid maternity leave based upon the time that she is unable to work due to pregnancy or related conditions; the remainder of the maternity leave shall be unpaid. It shall be presumed that the normal period of disability for childbirth shall be two

months; Employees claiming longer periods of disability shall supply medical information supporting such claim under the Employer's normal procedures.

b. The decision as to when such leave shall commence and end shall reside solely with the Employee with the concurrence of her own physician.

c. The Employee shall notify the department head or bureau chief in writing of her request for maternity leave three months before her decision to leave and she shall further notify the Department Head of the expected duration of the requested leave. Requests for changes in dates of leave based on medical or physical conditions shall be granted.

d. An Employee returning from her maternity leave shall be reinstated to her job at the salary the Employee would have received had her employment with the Employer been continuous. Such Employee shall receive full credit for length of service for the duration of the leave.

e. Full-time Employees may return to work on a part-time basis for a period not to exceed the period of unpaid maternity leave to which the Employee is entitled. Except as provided below, the Employee must give notice of her intention to work part-time at least four weeks before the expiration of her disability leave and must work at least three days per week. The Employee's salary will be pro-rated for this period but all other benefits will be accrued on the basis of full-time work. Approval of requests to return to work on a part-time basis following maternity leave shall not be unreasonably withheld. Once the option to work part-time is exercised, the Employee shall have one chance during the period to change her status and resume working on a full-time basis or take unpaid maternity leave for the balance of the eight months. The Employee shall give no less than four weeks' notice of her desire to change her status.

f. Upon expiration of the two-month paid maternity leave, an Employee shall be entitled to use sick leave which she has accrued, with a medical certification. Accrued but unused sick leave shall be available to such Employee upon her return to work.

g. No Employee shall be required to take a maternity leave of absence, nor shall an Employee's job duties or working conditions be altered without her consent on account of pregnancy, nor shall there be any penalty for pregnancy.

h. All rights set forth above, except the right to receive paid leave during the period of time in which the Employee is disabled due to pregnancy or related conditions, shall be available

only after 10 months of continuous employment, except that the Employee's right to return to his or her job shall be available within 10 months of employment.

6. An Employee who becomes a natural or adoptive parent shall be eligible for paid or unpaid parental leave surrounding the birth or adoption of a child as provided for under the Family and Medical Leave Act of 1993 and/or any relevant state laws. Such Employee shall be paid for seven days of the parental leave at his or her regular rate of pay with full benefits in jurisdictions where paid leave is not required. In jurisdictions where paid leave is required, the Employee shall be entitled to the greater of the paid leave provided in this contract or the payment required by law.

7. Emergency and Bereavement Leave

a. In the event of a family emergency, an Employee shall be entitled to leave with or without pay at the discretion of the Employer. Such leave shall not be unreasonably withheld.

b. An Employee shall be entitled to one week paid leave in the event of a death in his or her immediate family. The immediate family shall be construed as a grandparent, parent, parent-in-law, spouse (or like relationship), brother, sister, child or grandchild. Any additional unpaid leave shall be at the discretion of the Employer. Such leave shall not be unreasonably withheld.

8. After seven years of employment, and at seven-year intervals thereafter, an Employee shall be granted, upon request, an unpaid sabbatical leave of absence for up to one year. Requests shall be in writing at least 60 days before the start of the sabbatical. The expected duration of the leave shall be stated at the time the request is made. A minimum of 45 days' written notice in advance of the employee's return date will be provided to the Employer. An Employee need not be reinstated earlier than the scheduled end of the Employee's sabbatical leave if the Employee's position has been filled by a temporary Employee in accordance with Article I, Section 4(a) of this Agreement. The Employer need not grant a request for sabbatical leave to more than one Employee in a pay grade under Article VIII at one time. In a sole-Employee pay grade, a request for a sabbatical leave shall be granted when operationally feasible. Such leave shall not be construed as a break in continuity of service in the calculation of all benefits and salary under this Agreement, but the time spent on a sabbatical leave need not be counted toward the accrual of benefits and seniority. The Employee shall be reinstated in the same or similar position in the same bureau or department upon expiration of such leave. Leave under this section shall be without benefits unless the Employee pays for the benefits

himself/herself and where permitted by the benefits provider. Article XX, Section 13, of this Agreement applies to an Employee while on sabbatical leave.

Article XVIII -- PENSION PLAN AND INSURANCE

1. a. The Employer agrees to maintain during the life of this Agreement the Agence France-Press 401(k) Profit Sharing Plan and Trust, or such other plan or plans as might be negotiated between the Employer and the Guild.

b. On the Guild's request, the Employer shall sponsor semi-annual seminars to provide information to Employees on 401(k)-plan investment decisions.

c. For the duration of this Agreement, Agence France-Press will contribute 6.0 percent of the Employee's gross salary to the 401(k) plan. Gross salary shall include, without limitation, any portion of salary devoted to a pre-tax reimbursement or similar account and the Employee's own contributions to the 401(k) plan. Contributions shall be made on a monthly basis. Employees shall be fully vested immediately.

2. The Employer shall provide and pay the full cost of group term life insurance for each Employee covered under this Agreement in an amount not less than three times the Employee's annual salary, with a double indemnity rider for accidental death.

3. The Employer shall provide standard travel insurance in the sum of \$100,000 for any Employee who makes an authorized or necessary journey while conducting any business on behalf of the Employer and shall provide injury/disability insurance on a corresponding scale.

4. The Employer shall provide life insurance and physical disability insurance on the corresponding scale for any Employee required to travel to any zone of real or potential combat or violent unrest or any area where the Employee's life or physical safety may be reasonably expected to be endangered in accordance with AFP International headquarters policy.

5. The Employer shall notify the Guild of contemplated changes in retirement fund administrators and, upon request, shall consult with the Guild on such changes.

Article XIX -- SEVERANCE

1. Severance compensation of two weeks' pay for the first six months of continuous service with the Employer plus one week's pay for each additional six months and more than half of a six month period shall be paid, in cash, in a lump sum, upon an Employee's dismissal. There shall be a ceiling of 52 weeks' pay.

a. In computing moneys to be paid under this Article, there shall be used as a basis the Employee's highest regular base weekly salary received during the term of this Agreement. For an employee who receives commissions, the average weekly commission for the 12 months preceding dismissal shall be added to the weekly base pay for computing severance pay.

b. Part-time Employees shall receive the same rate of severance but on a pro-rata basis.

c. If an Employee changes status from full time to part time or the reverse, his or her highest weekly salary shall be based on the average of the last twelve (12) months.

2. Any Employee dismissed due to staff reduction shall receive appropriate severance pay as described above in this Article as well as dismissal indemnity based on the following schedule of time actually and continuously worked at AFP:

| | | |
|----|---------------------|---------------|
| 1) | 6 months to 5 years | 3 weeks' pay |
| 2) | 5-10 years | 6 weeks' pay |
| 3) | 10-15 years | 9 weeks' pay |
| 4) | Over 15 years | 12 weeks' pay |

3. Severance pay need not be paid to any Employee discharged for dishonesty, willful and repeated neglect of duty, gross misconduct, or where discharge is self-provoked for purposes of collecting severance pay.

Article XX -- MISCELLANEOUS

1. All Employees, upon completion of their three-month probation, may apply in writing to their Department Chief and be issued business cards. Draft business cards must be reviewed and approved by the Employer before printing. Reporters, photographers and department heads will

have a limit of 200 cards in any two-year period. All other Employees will have a limit of 100 cards for the same period, except for sales and marketing Employees, who will be supplied with business cards as required. Additional cards will be printed upon demonstrated need.

2. a. An Employer-Employee committee will be maintained to discuss, review and make recommendations to the Employer on issues of health and safety in the workplace. The committee shall be composed of two Employees and two Employer representatives. The committee shall meet at the request of either party.

b. The Employer shall provide to the Guild the results of any tests of air quality in the workplace conducted by the building management. If the test determines the air quality to be hazardous, the Employer shall, in consultation with the Guild, develop and implement a plan to correct the problem, to the extent the problem is in its control.

c. The Employer and the Guild agree that the Employer-Employee health and safety committee shall consider all issues regarding the maintenance of a healthy and safe workplace and appropriate ergonomic standards.

d. The committee shall be authorized to retain a mutually agreeable consultant, at the Employer's expense, to assist it. The Employer agrees to consider the expert's recommendations to the committee in good faith.

e. The Employer will consider in good faith Employee requests for adjustable work stations and, as the need arises, devices such as voice-activated software.

f. The Employer agrees to provide wrist braces and similar ergonomic equipment required by Employees if recommended by a physician and not covered by medical insurance, provided such equipment may be obtained at a reasonable price.

g. The Employer agrees to offer first-aid training annually to all Employees, using a provider of its choice and at times that do not disrupt the Employer's normal operations.

3. No Employee shall be required against the Employee's will to work under conditions unreasonably endangering the Employee's life, health or safety in pursuit of the Employee's normal work assignment.

4. The Employer shall provide the Guild with a suitable place to maintain a bulletin board.

5. For Employees who do not already own a tuxedo or formal evening wear, the Employer shall pay \$150 toward the purchase of such attire the first time an Employee is required to wear it on assignment.
6. Any Employee scheduled to work on voting day shall be given time off, with pay, to vote if the Employee's work shift occurs at such a time as to otherwise prevent the Employee from voting.
7.
 - a. The Employer shall provide a monthly allowance of \$125 per child for the costs of dependent care to Employees covered by this Agreement for children up to the age of twelve.
 - b. As long as no expense is incurred by Employer, it shall provide Employees with a pre-tax dependent care plan in conformity with Section 125 of the Internal Revenue Code.
8. Any Employee who, as a result of performing authorized work in the service of the Employer, is sued, charged under any federal, state or local statute or subpoenaed as a witness, shall upon request be provided with legal counsel mutually agreeable to the Employee and the Employer and paid for by the Employer. Employee may also retain his/her own legal counsel at his or her own expense. Any such Employee shall not suffer any loss of wages, benefits or Employee status and shall further be made whole against any fines or damages levied by any judgment or decision. The Employer and Employee shall be notified immediately upon any such action being taken and the Employer and Employee shall not enter into any settlement before consulting with the other. This Section shall not apply to claims based on an Employee's own tortious acts.
9. An Employee shall not be required to handle any work normally conducted by another Agence France-Presse office affected by a strike or lockout.
10.
 - (a) The Employer may allow time and/or participate in the cost of classes or lessons taken by an Employee to perfect his/her skills, including, but not limited to, new media and languages used currently or potentially in the Employer's service. The Employer shall reimburse each eligible Employee for 70% of tuition, books, other instructional materials, and fees that are required for an approved course of study that will improve the skills of the Employee in the Employee's present job, contingent on the Employee completing the course and/or attaining a grade of "C" or higher or pass (in pass/fail).
 - (b) Employees qualifying for the following fellowships and educational seminars will be granted leaves with the approval of management: Nieman Fellowships (Harvard University);

Kiplinger Mid-Career Program in Public Affairs Reporting (Ohio State University); Freedom Forum Asia Fellowships Program for Journalists (University of Hawaii); Michigan Journalism Fellowships (University of Michigan); John S. Knight Fellowships for Professional Journalists (Stanford University); Freedom Forum Media Studies (Columbia University); Alicia Patterson Foundation Fellowships; Knight-Bagehot Fellowship Program in Economics and Business Journalism (Columbia University); Yale Law School Fellowships for Journalists (Yale University); PEW Fellowships; Soros Grants; or the Nikon Sabbatical. Leaves for other similar programs shall be considered on a case by case basis. AFP shall not be required to grant such leaves to more than two (2) Employees at any time. Leaves under this section shall be without benefits unless the Employee pays for the benefits himself or herself and where permitted by the benefits provider.

11. Nothing in this Agreement shall be construed so as to diminish or abolish any superior provision or provisions that any Employee may have negotiated or may negotiate with the Employer on an individual basis, if the rationale for the superior provision still exists.

12. a. No Employee may accept outside employment related to the news business without notice to AFP. No Employee may accept outside employment that interferes with AFP work, is conducted on AFP time or equipment or is in competition with AFP without the written consent of AFP.

b. No Employee shall engage in public activities that harm AFP's reputation for neutral reporting or journalistic integrity.

13. Any provision of this Agreement may be modified as the parties see fit by mutual agreement.

14. The Employer shall conform to legislation of the District of Columbia or in other locations covered by this Agreement requiring a smoke-free workplace.

15. The Employer shall provide Employees in the technical department with overalls and/or other protective clothing as well as all tools needed to conduct their technical work.

16. The Employer recognizes the need and value for technical training. To that end, Technicians shall be given an opportunity, to be scheduled at the convenience of the Employer within a reasonable amount of time, to receive training with materials in English on hardware and software systems used by AFP when such systems are placed in service. Such training shall be

provided by qualified trainers selected by the Employer. In addition, Technicians shall be provided the opportunity, if feasible, to attend outside technical workshop(s) or seminar(s). Attendance at all training will be on the time of and at the expense of the Employer, which reserves the right to approve the specific workshop or seminar.

17. Upon an Employee's written assignment, AFP shall deduct monthly from the earnings of such Employee and pay to the charity or charities of the Employee's choice an amount of the Employee's choice. "Charity" shall be defined as an organization meeting the definition applicable under the Internal Revenue Code. This provision shall not apply if such contributions would constitute an actual or apparent conflict of interest for the employee or for AFP.

Article XXI -- DURATION

1. This Agreement shall commence January 1, 2017, and shall terminate after midnight December 31, 2017. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Employer.

2. Within 60-90 days before the expiration of this Agreement, the Employer or the Guild may initiate negotiations for the renewal of this Agreement. This Agreement shall remain in effect until the new Agreement is reached and ratified by the membership.

AGENCE FRANCE-PRESSE

THE NEWSPAPER GUILD,
LOCAL NO. 32035

Date:

Date:

By: _____

By: _____

December 14, 2016

Mr. Paul Reilly
Local Representative
Washington-Baltimore Newspaper Guild
1100 15th St., N.W.
Washington, D.C. 20005-1707

Dear Paul:

This letter reflects our agreements on certain cash payments to bargaining unit employees during the term of the 2017 contract. Specifically, we agreed that all employees covered by the bargaining agreement shall receive, once the contract is ratified and approved, cash payments in the following amounts on the following dates.

As of January 1, 2017: \$500

January 1, 2017
Mr. Paul Reilly
Local Representative
Washington-Baltimore Newspaper Guild
1100 15th St., N.W.
Washington, D.C. 20005-1707

Dear Paul:

This letter reflects the agreement we have reached regarding changes in co-payments and benefits under the Carefirst Administrators PPO Plan for the plan year beginning March 1, 2017. The schedule of benefits and co-payments will be changed as follows:

| | <u>Current Benefit/Co-Pay</u> | <u>Changed Benefit/Co-Pay</u> |
|--------------------------|-------------------------------|-------------------------------|
| Specialist Office Visit | 15 | 20 |
| Regular Office Visit | 15 | 20 |
| Emergency room | 50 | 60 |
| Urgent care | 15 | 25 |
| Occupational Therapy | 15 | 20 |
| Physical Therapy | 15 | 20 |
| Respiratory therapy | 15 | 20 |
| Speech therapy | 15 | 20 |
| Allergy shots | 5 | 10 |
| Chiropractic | 15 | 20 |
| <u>Pharmacy</u> | | |
| Retail preferred brand | 20 | 25 |
| Retail non-preferred | 35 | 40 |
| Mail order preferred | 40 | 45 |
| Mail order non-preferred | 70 | 75 |

No other changes will be made in the benefit levels or co-payments under the Plan. Premiums payments and deductibles under the Plan shall be as provided in Article XVI of the 2017 collective bargaining agreement.

January 1, 2007

Mr. Paul Reilly
Local Representative
Washington-Baltimore Newspaper Guild
1100 15th St., N.W.
Washington, D.C. 20005-1707

Re: Green Card Side Letter

Dear Paul:

In recognition of the special situation for foreign national employees who are not statut du siege, AFP agrees to sponsor upon request eligible employees for a green card. To be eligible, employees must be off probation and on an assignment of at least two years' duration in the United States. AFP agrees to pay for government fees associated with the employee's green card application, up to a maximum of \$1,000 per employee applicant, with the employee responsible for all other expenses and fees associated with the application. An employee who voluntarily leaves the employment of AFP within three years of the application, or an employee who withdraws his or her application, shall reimburse AFP for any expenses paid pursuant to this side letter. Transferring to another AFP bureau outside of the United States shall not be considered grounds for an employee reimbursing AFP pursuant to this letter.