

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

June 23, 2016

**(The Union reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Union's position regarding the proper interpretation of the existing contract language or existing practices or policies. All proposals are part of a complete package, and no agreements reached during bargaining are final until agreement has been reached on all issues.)**

*Unless specifically noted in the following proposals, all calendar dates within the 2010-14 Agreement shall be adjusted to reflect the term of the new Agreement.*

**1. Wages & Hours**

A. The Union's maintains its opening proposal on wages.

Article IV - Compensatory Increase, Section A:

- effective July 1, 2011 2016: 5%
- effective July 1, 2012 2017: 5%
- effective July 1, 2013 2018: 5%

Article IV - Compensatory Increase, Section C:

**Minimum Increase:** Notwithstanding the above provision, or those found in Article III, each full-time Employee shall receive an increase of at least ~~\$20~~ \$50 per week effective July 1, ~~2011~~ 2016; at least ~~\$20~~ \$50 per week effective July 1, ~~2012~~ 2017; at least ~~\$20~~ \$50 per week effective July 1, ~~2013~~ 2018.

Article IV - Compensatory Increase, Section F:

Strike subsection 3 and remove the restriction against compensatory increases for temporary and non-regular part-time employees.

The Union reiterates its proposal for a new Article IV - Compensatory Increase, Section G:

In the event that salaries of new hires are higher than those of established workers in the same classification in the same department, the Company will, every six months from the start of this agreement, increase the salaries of lower-paid established employees to the median salary for the classification in the department.

**Union Explanation:** *We appreciate the Company's stated desire to bargain in good faith over wages and other terms and conditions of employment. We believe it is important to emphasize our goal of "real" wage increases, even after any eventual rise in costs attributed to healthcare coverage. Further, we believe it is important for a contract mechanism to review current pay rates and provide for upward adjustment to median rates when necessary.*

B. Overtime.

The Union is willing to discuss with the Company the means to increase flexibility to permit overtime-eligible employees to work between 35 and 40 hours per week without incurring time-and-one-half pay rates -- and without mandatory scheduling of 40 hour workweeks -- but we reiterate our proposal to modify Article II - Hours and Overtime, Section D:

Overtime shall be paid ~~only to those~~ all Employees ~~to whom the overtime provisions of the Fair Labor Standards Act apply.~~

(And remove all references to "overtime exempt employees".)

**Union Explanation:** *Because of the structure and operations of the Company, employees are asked to perform substantial amounts of work -- work that in the past they were not called upon to perform -- due to the changing nature of the business environment in which the Company operates.*

*The Company, in its messages to employees and to the public at large, emphasizes that its product offerings are superior to those of its competition. If that is the case, then workers should be compensated for all the work that goes in to producing those superior products.*

*We reject the Company's argument that payment to all employees would be "prohibitively expensive." This is an admission that the employees' time on the job is valuable and that the company refuses to adequately compensate employees for the work they do.*

C. Pay Equity.

The Union maintains its proposal to address pay equity via a new Section B within Article XX - Nondiscrimination:

The Company further agrees that it shall pay equal wages to employees of similar seniority, regardless of sex, for equal work on jobs the performance of which requires

equal skill, effort, and responsibility, and which are performed under similar working conditions.

**Union Explanation:** *We believe a contract provision based on the language of the Equal Pay Act is a perfectly reasonable way to address the pay equity issue at Dow Jones now and in the future. Pay inequity at Dow Jones is not the fault of employees, who have no input into how the Company meritoriously rewards its workers. As such, fixing the problem is not the responsibility of the workers. The Union may have flagged the problem but it didn't create the problem. The collective-bargaining agreement's compensatory wage provisions are minimums that should be paid to employees; the Company, as part of the CBA, has the right to pay merit increases.*

D. COLA.

The Union rejects the Company's proposal to eliminate the cost-of-living clause from the contract.

**Union Explanation:** *Yes, it is true that COLA "has come into play only a few times in the last twenty years." One of those times was in 2012. With compensatory increases hovering at 2% in recent years and with the contractual ability to claw back the equivalent of half the compensatory increase in healthcare premiums, protection against runaway inflation -- unlikely as it might be -- is more important to our members than ever, even with the sufficiently weakened and "capped" COLA formula now in our contract. The Company should be flexible in maintaining this clause.*

E. Comp Time for Travel.

The Union's proposal for overtime eligibility for all notwithstanding, it is the Union's understanding that travel "is clearly worktime when it cuts across the employee's workday" and that "if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days."<sup>1</sup>

F. Shift Differential, Schedule Change and Standby Pay.

The Union withdraws its proposal to remove the standby pay exclusion for newsroom personnel. Otherwise, the Union's proposals for these sections remain unchanged.

**Shift Differentials.** Effective July 1, ~~2010~~ 2016, regular full-time Employees whose shifts start between 5:00 p.m. and 5 a.m., or who work at least 50% of their scheduled shifts between said hours ("night shift"), shall receive shift differential payments of ~~\$100~~ equal to 20% of the Employee's salary per week.

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<sup>1</sup> U.S. Wage and Hour Division, Regulations Part 785: Hours Worked

Regular full-time Employees who work fewer than their regularly scheduled number of shifts in a payroll week shall receive a pro-rata share of the weekly amount. Shift differential pay shall be included in an Employee's base salary rate for the following purposes only: (i) To compute all overtime pay, and holiday pay for those who are working such shifts during a week in which a holiday falls; and (ii) To compute vacation pay, leave of absence pay, and severance pay under provisions of this contract, for persons who have received such shift differential pay during the 14 consecutive weeks preceding such vacation, leave, or severance.

**Schedule Changes.** Departments which regularly assign full-time Employees to different starting times or days off shall post the department's full-time Employees' weekly work schedule by the end of their regularly scheduled shift at least one ~~week~~ month in advance of the day on which the schedule change goes into effect. If such scheduled hours are thereafter changed by one hour or more for any one shift, all hours worked outside the scheduled hours shall be paid at time and one-half straight time pay unless such hours are paid at time and one-half under the overtime provisions of this contract. This provision shall not apply to changes necessitated by the absence of another Employee because of illness, including the first four days of a disability leave that begins on the first day of absence.

### **Stand-by Pay<sup>2</sup>**

2. ~~Overtime eligible employees.~~ Stand-by pay shall be ~~\$160~~ \$200 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid ~~\$45~~ \$60 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be ~~\$32~~ \$40. Stand-by pay for a full week in which a holiday occurs shall be ~~\$167~~ \$220.

~~3. Overtime exempt employees. Stand-by pay shall be \$200 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid \$50 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$40. Stand-by pay for a full week in which a holiday occurs shall be \$210.~~

## **2. Job Classifications**

### **A. Excluded Positions**

The Union withdraws its June 14, 2016 proposal to modify Article I Section A, but reiterates its proposal to modify Section D as follows:

1. ~~Every currently excluded job title will remain excluded, as long as its job functions remain essentially the same.~~ Historically excluded positions such as

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<sup>2</sup> References to overtime eligibility removed in conjunction with proposal from Article II Section D.

Management Secretary, Administrative Assistant, and those IT personnel exclusively supporting the Human Resources Department will ~~similarly~~ remain excluded.

The Union accepts the Company's suggestion to address specific exclusion and job classification issues in an away-from-the-table subcommittee.

B. Classifications and Scale Increases

The Union maintains its proposals for job classifications and scale increases as follows:

All job titles and descriptions negotiated in Classification Committee during the term of the 2010-14 Agreement (including the extension years 2014-15 and 2015-16) shall be incorporated into the new Agreement.

All wage tiers and scales shall be adjusted at a rate equivalent to the compensatory increase in each year of the new Agreement.

3. Benefits

A. Flexibility on Health Benefit Plan Design and Premiums.

The Union appreciates the Company's desire for flexibility in designing benefits and controlling costs at Dow Jones, though our members believe they have been very flexible in accepting benefits changes during the term of this contract. Until we receive the Company's proposals for 2017 healthcare premiums, the Union's proposal for Article XII - Health Insurance and Benefits, Section A remains unchanged.

A. The Company agrees to provide health insurance consistent with the details found in the Open Enrollment materials distributed by the Company annually, and in connection with the ratification of this Agreement as of July 1, ~~2010~~ 2016. The plans applicable to bargaining unit employees will be the same plans applicable to non-union corporate employees of the Company generally in the US or Canada consistent with the following:

1. Commitment to maintain comprehensive benefits plans. For the duration of the Agreement, the Company will continue to provide a comprehensive package of employee benefits including medical, dental, vision, prescription drug coverage, life insurance, disability and wellness benefits. The Company will provide multiple medical plan options similar in design to the current plans offered to non-union employees through Aetna as of ~~2010~~ 2016 and employee options will not be limited solely to a high deductible consumer driven health plan/health savings account.

2. Current (~~2010~~) medical plan design and premium structure will be maintained ~~through 2011~~. The Company will make no ~~material~~ change in medical plan

design, and will make no change in the premium structure ~~in place for plan year 2010 through the end of calendar year 2011.~~

~~3. Cap on future employee premium increases. Beginning calendar year 2012 through the term of this Agreement, in the event the Company determines to increase employee premiums, the Company will not increase employee premiums as a percentage of employee's pay by more than one half (1/2) of the percentage of the preceding year's compensatory increase (the minimum increase applicable to unit members). For example, if an employee is paying 2% of annual salary in premiums, and if the preceding year's minimum compensatory increase was 2%, the Company could not increase premiums for that employee to more than 3% of annual salary in the following plan year for the same coverage with the same number of dependents.~~

~~4. Company will not substantially reduce benefits. It is understood by the Parties that, except as provided for above, the Company will have the discretion and flexibility to change and modify its benefit plan design and coverages, and that such modifications will apply to members of the bargaining unit as they apply to all non-union and management employees. The Company agrees that it will not substantially reduce the totality of the benefits package. The parties agree that the following factors shall be considered in determining whether a reduction in the totality of the benefits package is substantial: (a) the specific benefit changes; and (b) the reasonableness of the Company's business judgment in making the benefit change(s) in light of prevailing business and market conditions.~~

~~5. The Company will have the discretion to change and modify plans as a consequence of legislative action, subject to the notice and consultation obligations of #6 below.~~

~~6. Obligation to notify and consult with the Union concerning future changes. The Company further agrees that in the event of any contemplated material plan changes, it will provide the Union with thirty (30) days advance notice wherever possible, and give the Union the opportunity to consult with the Company regarding the impact of changes on bargaining unit employees.~~

~~7. 3. Retiree Medical Benefits. Unit members will be subject to the same retiree medical plan as non-union employees as of ratification of the contract.~~

The Union modifies its proposal for Article XII - Health Insurance and Benefits, Section B as follows:

The Company will reimburse ~~60%~~ 100% of membership fees for Employees who join a physical fitness center up to a maximum payment of ~~\$500~~ \$750 per year. The reimbursement provided herein does not apply to membership fees for the Dow Jones Health Club or to the News Corporation Health Club at 1211 Avenue of the Americas in New York

B. Canadian Health Plan.

The Union rejects the Company's proposal to implement medical and dental plan premiums for employees in Canada and requests any available information related to plans to create a harmonized News Corp Retirement Plan for employees in Canadian locations.

C. Coordination of benefits.

The Union is willing to discuss participation in corporate benefit plans, but rejects the proposal to remove contract references to such plans.

D. Coordination of leave entitlements.

The Union rejects the elimination from the contract of specific leave references and is happy to continue the current practice of reimbursing Dow Jones for Union Leave "docked days." Further, the Union questions the stipulation of six-month leave as presented during the Company's June 21, 2016 benefits presentation. Looking quickly at fellowships and educational grants for eligible journalists, we are not aware of any such programs lasting for less than one year.

E. Sick Leave Law Compliance.

The Union is happy to discuss sick leave law compliance, but we note that, under Washington DC law, employers employing 25-99 employees in the District provide at least one hour of paid leave for every 43 hours worked, up to five paid sick days a year. Employers employing 100 or more must provide at least one hour of paid leave for every 37 hours worked, up to seven paid sick days a year. Unused sick leave must be allowed to carry-over each year. Also, under the DC law, part-time employees are entitled to leave, at the same rates of accrual noted above.

The New York City Paid Sick Leave Law requires employers with five or more employees to provide one hour of leave for every 30 hours worked, up to forty hours of paid leave a year and unused sick leave must be allowed to accrue up to forty hours. As with the DC Act, part-time employees are entitled to leave, at this rate of accrual,

In response to the Company's proposal, the Union would propose a "most-favored state" provision providing, at a minimum, these sick-time guarantees for all bargaining unit employees, no matter their location.

### 3. Procedures for Reductions in Force

#### A. Merit as first criterion.

The Union rejects the notion of merit as the first determining factor when selecting employees for layoff.

***Union Explanation:*** *Seniority protection is a bedrock provision of the IAPE collective agreement, and the “possible and practicable” loophole provides the Company with flexibility to avoid seniority order when absolutely necessary. In short, the Union is concerned that possibly higher salaries of senior employees may influence managers during attempts to determine which merit-based factors are “equal.”*

#### B. Volunteers.

The Union is willing to discuss the Company’s proposal to eliminate the obligation to notify volunteers, but it would be the Union’s preference for employees to retain the right to receive a voluntary layoff upon request.

***Union Explanation:*** *In other words, we recognize the burden placed on department management and HR staff to deliver voluntary notices to employees and the general unease experienced by employees when those notices are received. However, if a more-senior employee would currently be eligible to receive a voluntary notice during times of layoff, the Union would be willing to take on the role of “educator” when it comes to voluntary layoffs so long as eligible employees still have the right to waive their seniority rights and receive a layoff upon request.*

#### C. Rehire List.

The Union is willing to discuss the elimination of the rehire list clause. However, the Union would propose maintaining the right to receive severance pay in installments. Many employees who receive layoff notices late in the calendar year ask whether they can receive their severance pay in installments until the beginning of the next calendar year, to avoid receiving two years’ salary in a single year.

#### D. Service Bridge.

The Union rejects the Company’s proposal to eliminate service bridging for employees rehired within 9 months of their termination date. A nine-month window is still short enough in duration to recognize an employee’s previous service to Dow Jones by maintaining her/his original hire date.

E. Department as a determining factor.

The Union maintains its proposal for Article VI - Job Security, Section F as follows:

In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority wherever possible and practicable. Seniority is defined as the length of continuous employment at Dow Jones. The rule of seniority, for the purpose of this Article VI, is that the Employee having the least seniority in the affected job classification in his or her department at his or her location shall be the first dismissed; except that, for lay-off purposes only, the job classifications of reporter, special writer and senior special writer shall be considered to be the same classification.

*Strike Section K (department definition) if proposal for Section F is accepted.*

4. **Arbitration Process**

A. Time for Filing. Shorten the time for the Union to submit a grievance for arbitration from six months to three months after the Company has formally denied the grievance.

**The Union accepts the Company's proposal on "Time for Filing."**

B. Mandatory Arbitration of Non-Contractual Disputes.

The Union rejects the Company's proposal for mandatory arbitration of non-contractual disputes. In agreeing to such a proposal, the Union would be waiving the rights of members to pursue discrimination and wage claims in court, and likely require the Union in the future to investigate, grieve, and arbitrate a wide range of employment law violations not encompassed by the collective agreement. In addition, as the Supreme Court noted in 14 Penn Plaza, union members could pursue a duty of fair representation claim for failing to bring a member's statutory claims to arbitration.

C. Arbitrator's Authority.

The Union rejects the Company's proposal to define an arbitrator's authority. Under the 2014 decision in Babcock & Wilcox Construction Co., the Board will no longer defer to arbitration unfair labor practice charges alleging that employees suffered retaliation or reprisal for engaging in union and/or protected concerted activity, unless the parties "explicitly authorized" the arbitrator to decide the unfair labor practice issue, either in the CBA or by specific agreement in a particular case. This proposal seeks to confine unfair labor practice allegations, whose circumstances also involve alleged violations of the contract, to the arbitration process, and prevent the involvement of the NLRB in unfair labor practice charges. The "Arbitrator's Authority" proposal will have the effect of preventing IAPE from pursuing with the Board unfair

labor practice charges alleging that employees suffered retaliation or reprisal for engaging in union and/or protected concerted activity, if the circumstances giving rise to the ULP also involve contract violations. Under this Company proposal, the Board will defer any such ULP allegations to the arbitration process.

## **5. Contract Administration Issues**

### **A. Work Anywhere Agreement.**

The Union rejects the Company's proposal to eliminate legacy Factiva work-anywhere agreements.

***Union Explanation:*** *This work at home guarantee benefits fewer than 20 IAPE-represented employees, some who have always worked from their home offices and who may face hardships if they are required to report to Dow Jones office locations on a regular basis. Work at home assignments often benefit the Company when employees are able to work after hours -- especially in customer service departments -- without the need to return to the office. It is just this sort of flexibility we believe should be praised, not eliminated.*

### **B. Relocation benefits.**

The Union is willing to discuss the elimination of the "Special Relocation Benefits" section from Article V - Transfers, but would propose maintaining Article V Section A eligibility for New York - South Brunswick (and vice versa) transfers for those who qualify.

### **C. Off Hours Taxi Policy.**

The Union rejects the Company's proposal to eliminate off hours taxi references.

***Union Explanation:*** *Besides protecting employees when public transportation was not always available or necessarily safe, the policy was also viewed by management as a "perk" that rewarded employees forced to work disruptive and onerous shifts. In addition, it is not correct to say that the policy is no longer necessary in current work locations. These locations are not necessarily safer than previous work locations for employees exiting the building at off-hours and traveling to nearby public transportation. In addition, if there is no Company-wide off-hours taxi policy in effect, those departments that currently offer "tailored policies and practices regarding transportation of staff working particularly late hours" may end those policies and practices in the absence of a governing Company-wide policy.*

### **D. Time Clocks.**

The Union is willing to discuss the use of time-recording systems.

E. Educational Assistance payback obligation.

The Union is willing to discuss the Company's proposal for Education Assistance repayment, but needs to first know the Company's expectations and proposal for periods of time for repayment.

F. Dues Obligation.

The Union rejects this proposal. It is the duty of the officers and directors of IAPE, the duly-elected representatives of its members, to determine how to shepherd and disburse dues. This is not the Company's purview.

G. General Contract Clean-Up.

The Union is willing to discuss a general clean-up of the contract, but we do not believe that Incentive Committee language should be included in this exchange.

H. Probation Period.

The Union rejects the Company's proposal, and further seeks a return to the policy that existed during the 2007-10 collective-bargaining agreement, that is, a probationary period of six months (see June 14, 2016 Union proposals to modify Article VI Section A and C.2

**Union Explanation:** *The Company should be able to determine within six months whether a newly-hired employee will be able to function successfully in his or her job. A probationary period of 12 months leaves a newly-hired individual in limbo for too long, with no protection afforded by the CBA. In addition, the Union has shown itself to be flexible when called upon in specific cases and granted the Company extra time to assess an individual's talents. Such flexibility likely would be afforded in the future. However, changing the probationary period for ALL newly hired individuals when a longer period may be necessary just for some is too onerous for new hires.*

I. Unused Vacation Time.

The Union rejects the Company's proposal and maintains its proposals for payout of vacation time, sell back of vacation time and vacation carryover:

**Article IX -- Vacations**

*Modify Section D as follows:*

Any Employee who leaves the employ of the Company during the current applicable vacation year without taking his or her vacation shall be entitled to

receive a cash settlement corresponding to the Employee's ~~vested~~ unused vacation time if the Employee is eligible for severance pay under Article VII. ~~Vacation time shall vest monthly (pro rata).~~

*Modify Section E as follows:*

An Employee who is entitled to at least three weeks of vacation ~~and whose compensation is \$1000 per week or less~~ will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

*Modify Section H as follows:*

Vacation time may ~~not~~ be carried forward into a new calendar year.

J. Reporter Scale Steps.

The Union is willing to discuss a solution to the current "problem" of the scale progression from Tier 7 to Tier 8 for reporters, but rejects the notion that advancement to senior reporter should be "discretionary."

K. Definition of a "day" for part-time employees. Clarify the calculation of single days of time off for part-time employees to factor in the number of days worked in a week in addition to the average hours per week to make a "day" a more accurate calculation. (E.g., current contract requires that an employee who works 4 days per week for a total of 20 hours to receive 4 hours of pay when taking a day off (20 hours divided by five), but this proposal would pay the employee for 5 hours of pay when taking a "day" off, which more accurately reflects how much a "day" is worth.)

**The Union accepts the Company's proposal on "Definition of a 'day' for part-time employees."**

L. California paid time off accrual.

The Union is willing to discuss a cap for California paid time off accrual, but only in conjunction with Union proposals for "most favored state" status (see "Sick Leave Law Compliance" above) and Vacation carryover.

M. The Union rejects the Company's proposal to "Delete from the contract the obligation for the Company to pay salary to the Union's President when the President does not work full-time for the Company."

***Union Explanation:*** *This proposal seeks to overturn a long-standing practice at Dow Jones. The proposal takes a very narrow view of the phrase "work[ing] full-time for the Company."*

*Everything the president of IAPE does -- from participating in meetings of the Labor-Management and Classification Committees to helping members with disciplinary actions, from aiding employees with questions about benefits to negotiating with the Company for a new collective-bargaining agreement - helps the workers of Dow Jones. Since the Company has defined its employees as its greatest asset, working full-time on behalf of IAPE members means working full-time on behalf of the Company.*

N. Holidays.

The Union withdraws its proposal for double time and double time and-one-half for work performed on holidays, but maintains its proposal to grant pay in lieu of an additional day off at the discretion of the employee.

When an Employee is required to work on any of the above-mentioned holidays, he or she shall be paid at the rate of 1 1/2 times the regular straight time rate for his or her regularly assigned daily hours and at double the regular straight time for hours worked in excess of that time. Also, he or she shall be given another day off or an additional day's pay at straight time rates, at the discretion of the ~~Company~~ Employee. In no event will the Company assign to any Employee as such an additional holiday a day which falls on either Saturday or Sunday, unless the Employee is regularly scheduled to work Saturday or Sunday.

*Also applies to "Holidays - Canadian Employees"*

O. Part-Time Employees.

The Union maintains its proposal to modify Article XV - Part-Time and Temporary Employees Section E as follows:

Regular part-time Employees and Temporary Employees and part-time Employees not qualifying as regular part-time Employees shall be covered by all applicable and relevant provisions of this contract as modified by specific provisions in the individual applicable Articles. The Union and the Company mutually agree that the following Articles specifically are not applicable to regular part-time Employees:

- ARTICLE VI - Section H - (Retraining Allowance)
- ARTICLE XIV - (Maternity and Paternity Leave) except for the applicable provisions of Section B.
- ARTICLE XVII - (Disability Pay Plan)

*Strike Section F if above proposal for Section E is accepted.*

P. Special Committees.

The Union maintains its proposal to modify the Incentive Committee clause as follows:

**Incentive Committee.** There will also be a joint standing committee created with equal representation from the Union and the Company concerning incentive plans. Under the contract, forty-five (45) days' notice must be given to the Union concerning a change, modification or termination of an incentive plan. Any notice given under this provision will be referred to the joint standing committee. The Union may refer any question concerning the plans at any time to the joint standing committee. ~~The Company reserves all rights to make the final decision concerning the incentive plans.~~

Q. Emergency Child Care.

Given the Company's response during our June 21, 2016 bargaining meeting, the Union modifies its proposal for Article XXIV - Miscellaneous Section M (Emergency Child Care) as follows:

**Emergency Child Care:** The Company will provide emergency child care to allow an Employee to come to work when his or her regular care provider is not available. Reimbursement will be made of the actual expense ~~up to \$120 per day~~ to a maximum of ~~\$600~~ \$900 per year.

6. Duration and Renewal

The Union maintains its proposal for a three-year agreement in effect from July 1, 2016 to and including June 30, 2019.

7. Tentative Agreements

The Company and the Union agree to modify Article XX - Nondiscrimination as follows:

The Union and the Company agree to continue their policy of nondiscrimination against Employees and applicants for employment or Union membership for reasons of race, color, sex, sexual orientation, gender identity, creed, national origin, age, handicap, veteran's status, union activity, or refusal to join in such activity. The Company shall take affirmative action to promote the goals of this Article as regards race, color, sex, creed, national origin, age, handicap and veteran's status only. Nothing in this article overrides the provisions of Article X of this agreement.