

IAPE TNG/CWA LOCAL 1096

PROPOSAL #3 - SELECTED ISSUES

July 12, 2016

3E (Company 2E) Sick Leave Law Compliance.

Separate from the Company's proposal for coordination of benefits (3C, Company 2C), the Union responds to the Company's proposal on Sick Leave Law Compliance as follows:

The Union accepts the Company's proposal to establish a policy of granting to all non-regular part-time employees in the US and Canada up to five (5) paid sick days per year, to be used according to Company policy and according to the terms of applicable state or local regulations.

The Union will accept the Company's proposal to allow regular part-time employees to use any available paid time off in circumstances where paid sick days would be available to a full-time employee, subject to normal procedural requirements (such as communication with a manager regarding the absence), so long as the Company adopts the following vacation schedule for regular part-time employees:

<b>Length of Continuous Service</b>	<b>Weeks of Paid Vacation</b>
1 year	3 weeks
4 years	4 weeks
7 years	5 weeks

The Union acknowledges that for all Employees, using a sick day under false pretenses is grounds for disciplinary action.

The Union accepts the Company's proposal for new language under sick leave: "The Company's Sick Leave policy, which applies to members of the bargaining unit, is intended to comply with state and local earned sick time laws, including the New York Earned Sick Time Act and the Washington D.C. Earned Sick Time Act. Where such local or state sick leave laws apply, the Company will comply with at least the minimum requirements of the laws in effect at the place where each employee works."

4A (Company 3A) Procedures for Reductions in Force.

The Union rejects the Company's proposal for merit as first criterion during workforce reductions.<sup>1</sup>

4B (Company 3B) Volunteers.

The Company has proposed replacing the current Article VI, paragraph D with the following:

D. In the event the Company decides to reduce the force, the Company will consider offers of voluntary resignation from employees who have not been noticed for layoff, which may be submitted by any Employee or by union on their behalf. Employees who voluntarily resign pursuant to this provision shall be entitled to severance pay calculated under Article VII, medical and dental coverage pursuant to Article VI(C), and a retraining allowance under Article VI(H) where eligible. Notwithstanding the provisions of this paragraph, the Company may, in its reasonable discretion, reject the application to resign of any employee. The Company may consider any such resignations as irrevocable in effectuating its reduction in force. The Company's acceptance of a volunteer may or may not result in the retraction of a previously announced layoff.

Under this proposal, would subsequent paragraphs numbered 1, 2, 3 and 4 still exist?<sup>2</sup>

4C (Company 3C) -- Rehire List. The Union is willing to continue discussion on the tax implications of any deferred payment schedule.

5B (Company 4B) -- Mandatory Arbitration of Non-Contractual Disputes.

The Union rejects the Company's proposal for mandatory arbitration of non-contractual disputes.

5C (Company 4C) Arbitrator's Authority.

The Union is willing to discuss modifying language addressing the authority of arbitrators, but only insofar as this section is intended to comply with the deferral requirements announced by the National Labor Relations Board (NLRB) in Babcock & Wilcox Construction Co., 361 NLRB

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<sup>1</sup> Following discussion at the bargaining table, the Union offered a revised proposal on workforce reductions and seniority -- See Addendum 1.

<sup>2</sup> After receiving a response from the Company (their proposal was intended to replace all of Section D, including numbered paragraphs), the Union offered a revised proposal on volunteer resignations -- See Addendum 2.

132 (2014) and provided further that nothing in this section precludes either party from filing charges of unfair labor practices with the NLRB.

6D (Company 5D) Time Clocks.

The Union is willing to discuss the introduction of a time-recording system for Employees -- as well as the Company's proposal to consult with the Union for not less than sixty days before implementation of such a system -- but first needs more specifics about intended departments and means of recording arrival and departure times.

6E (Company 5E) Educational Assistance payback obligation.

The Union responds to the Company's proposal as follows:

Require employees who receive Educational Assistance benefits to pay back the money if they voluntarily leave the company within eighteen months after receiving the benefit under the following schedule:

- If the employee voluntarily leaves within six months of receiving the benefit, 75% of the benefit is to be repaid;
- If the employee voluntarily leaves between six and twelve months of receiving the benefit, 50% of the benefit is to be repaid;
- If the employee voluntarily leaves between twelve and eighteen months of receiving the benefit, 25% of the benefit is to be repaid.

### **Addendum 1**

During bargaining discussions, and following a Company response to the Union's rejection to a proposal for merit as first criterion during layoffs, the Union presented the following proposal for procedures during reductions to the workforce:

4A (Company 3A) Procedures for Reductions in Force.

In response to the Company's proposal, the Union offers the following modification to Article VI - Job Security, Section F:

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 and among employees who have substantially similar job functions 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.*

## **Addendum 2**

During bargaining discussions, and following a Company response to Union questions noted in Section 4B (Company 3B), the Union presented the following proposal for volunteer layoffs:

4B (Company 3B)     Volunteers.

D.       In the event the Company decides to reduce the force, the Company shall make every reasonable effort to accept as many resignations as possible from employees who have not been noticed for layoff, which may be submitted by any Employee or by the Union on their behalf. Employees who resign pursuant to this provision shall be entitled to severance pay calculated under Article VII, medical and dental coverage pursuant to Article VI (C), and a retraining allowance under Article VI (H) where eligible. Notwithstanding the provisions of this paragraph, the Company may, in its reasonable discretion, reject the application to resign if any employee. The Company may consider any such resignations as irrevocable in effectuating its reduction in force. Eligible employees shall have twenty (20) days after the notice of a reduction in force to resign under this provision. Should there not be as many resignations under this provision as there are positions to be eliminated, the Company may commence layoffs under this Article twenty-five (25) days after the last day on which Eligible Employees could apply to resign.