

DOW JONES & COMPANY

PROPOSAL #4 — SELECTED ISSUES

July 14, 2016

Tentative Agreements

3E Sick Leave Law Compliance.

Within the Company's proposal for coordination of leaves and benefits, the Company's proposal is to not specify the precise benefit level for each type of leave in the CBA. However, it is the Company's intention 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.

Add to Article XVII, subparagraph J ~~the contract a clause under sick leave as follows~~the following: "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."

Add to current paragraph "D" of Article XV the following: "Regular part-time employees may use any paid time off available to them in order to be paid for a sick day."

For all Employees, using a sick day under false pretenses is grounds for disciplinary action.

4C Rehire List. Delete references to the Rehire List, including the option for laid off employees to receive severance payments in installments.

5C Arbitrator's Authority. The following will be added as the final paragraph in the arbitration section of the contract — Article XI(D):

5. In any arbitration under this contract, the Arbitrator may hear and decide any issues arising out of this Agreement, including any claims of unfair labor practices under the National Labor Relations Act. The parties agree that 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 132 (2014) and provided further that nothing in this section precludes either party from filing charges of unfair labor practices with the NLRB.

6A Work Anywhere Agreement. Effective six months after the ratification of this Agreement, all employees working from home shall be subject to the Dow Tones Work Anywhere Policy. Any legacy agreements signed by employees when employed by FACTIVEA will be updated to reference the Dow Tones Work Anywhere Policy.

6B Relocation benefits. Eliminate special relocation benefits specified in V(B) for transfers between Princeton and New York.

6D Time Clocks. The Company may introduce a time-recording system for Employees, subject to the requirement that the Company consult with the Union for not less than sixty days before implementation of such a system.

6E Educational Assistance payback obligation. Modify the reference in Article XXIV(H)(4) to the Dow Jones Educational Assistance Plan to provide that the plan terms may be modified to require employees who receive Educational Assistance benefits to pay back the money if they voluntarily leave the company after the date they receive the benefit payment (or the payment is made directly to an educational institution):

Within six months — 100%

Within twelve months — 75%

Within eighteen months — 50%

6H Probation Period. Union and Company mutually withdraw proposals. Probation period will remain at 9 months.

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OPEN ISSUES ALREADY UNDER DISCUSSION (Selected)

4A -- Procedure for layoffs/Seniority. **Company counter:** (i) retain “Department”; (ii) add “performing substantially similar work; and (iii) change “possible and practicable” to “superior skill, ability, or performance” with modification as follows:

F. In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority ~~wherever possible and practicable~~, except as provided herein. Seniority is defined as the length of continuous employment at Dow Jones, The rule of seniority, for the purpose of this Article VI, except as provided below, is that the Employee having the least seniority in the affected job classification in his or her department at his or her location and performing substantially similar work 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. The rule of seniority shall not apply if the less senior employee has demonstrated superior skill, ability, or job performance.

4B -- Volunteer letters. Company counter proposal to revise current contract language as follows:

D. In the event the Company decides to reduce the force, ~~it shall offer to~~ Employees in the affected job classification(s) in the affected department(s) at the affected location(s) who are not noticed for layoff (hereinafter "Eligible Employees"), shall have the opportunity to resign. Employees who resign under 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.

1. ~~When the Company gives notice to the Union of any layoffs, (The Company shall notify the Union and the whether there are any Eligible Employees of the number of positions in each classification, department and location to be eliminated because of the reduction in force who have the opportunity to resign. This notice shall be given at least thirty (30) forty five (45) days before the reduction in force is to become effective. Eligible Employees shall have twenty (20) days after the notice to the Union of a reduction in force to resign under this provision.~~

2. ~~The Company shall make every reasonable effort to accept as many resignations as possible, but the Company may, in its reasonable discretion, reject the resignation of any employee. The Company shall, at a minimum, accept resignations from the smaller of (a) the number of positions to be eliminated and (b) 60% of the Eligible Employees who volunteered. The Company shall accept resignations in seniority order, with the application of the most senior Eligible Employees being accepted first (inverse of the order of layoffs, as provided in Article VI (F)). The Company may consider any such resignations as irrevocable in effectuating its reduction in force. Notwithstanding the provisions of the second sentence of this Section, the Company may reject the application to resign of any Eligible Employee if it is not possible and practicable to accept it.~~

3. ~~Should there not be as many resignations by Eligible Employees 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.~~

4. ~~In addition to Eligible Employees, as defined above, the Company shall extend the voluntary layoff opportunity to employees outside the specific job classification noticed for layoff, but in the same Job Family and in the same Department and location as the noticed classification, pursuant to the terms of the Side Letter dated January 25, 2005 attached to this contract. The determination of any additional Job Families shall be made by the Classification Committee. The Company shall accept resignations from Employees under this subsection 4 if there are insufficient volunteers from within the noticed job classification. Notwithstanding the provisions of this subsection 4, the Company may, in its reasonable discretion, reject the application to resign of any employee under this subsection 4.~~

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[Text with revisions]

D. In the event the Company decides to reduce the force, Employees in the affected job classification(s) in the affected department(s) at the affected location(s) who are not noticed for layoff (hereinafter "Eligible Employees"), shall have the opportunity to resign. Employees who resign under 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.

1. When the Company gives notice to the Union of any layoffs, the Company shall notify the Union whether there are any Eligible Employees who have the opportunity to resign. This notice shall be given at least thirty (30) days before the reduction in force is to become effective. Eligible Employees shall have twenty (20) days after the notice to the Union to resign under this provision.

2. The Company shall make every reasonable effort to accept as many resignations as possible, but the Company may, in its reasonable discretion, reject the resignation of any employee. The Company may consider any such resignations as irrevocable in effectuating its reduction in force. .

3. Should there not be as many resignations by Eligible Employees under this provision as there are positions to be eliminated, the Company may commence layoffs under this Article.

4. In addition to Eligible Employees, as defined above, the Company shall extend the voluntary layoff opportunity to employees outside the specific job classification noticed for layoff, but in the same Department and location as the noticed classification. Notwithstanding the provisions of this subsection 4, the Company may, in its reasonable discretion, reject the application to resign of any employee under this subsection 4.

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6E Vacation sell-back. **Counter**: increase cap for eligibility for vacation sell-back to \$60,000 annual base (\$1153.85 per week)

6I Unused Vacation Time. **Counter**: Employees whose employment terminates on or before the first working day a month do not accrue unused vacation pay for that month.

6L California paid time off accrual. **Counter**: Impose a cap on the accrual of vacation and personal days ~~unpaid time off~~ for employees in California (only affects employees in California), with the maximum accrual set at 175% of the employee's single-year annual allotment.

6O (union proposal). Application of contract terms to non-regular part-time employees. **Counter**: Maintain status quo on application of contract terms to part-time employees, except specify that non-regular part-time employees are eligible to receive a compensatory wage increase. Note that the Company's proposal to apply general corporate policies to all unit employees will include the coverage of regular part-time employees in all benefits where corporate policies already provide for participation by regular part-time employees, including short-term disability, paid parental leave, etc.

NEW ISSUES (SELECTED)

1B(1) & 1B(2) - Overtime - For employees who are eligible for overtime pay, overtime at the rate of 1.5-times the regular rate will apply to all hours worked over 40 in the same workweek. The regular rate for full-time employees is the employee's weekly rate divided by 35. When overtime-eligible employees work hours beyond their regularly scheduled 35-hour workweek, the hours between 35 and 40 hours shall be compensated by additional straight-time pay, in 15-minute increments unless a higher pay rate is otherwise provided for in this Agreement (e.g., work on a holiday will be compensated at double the regular rate for all hours beyond the regularly scheduled 7 hour workday).

1E -- Comp. time for Travel. For discussion.