

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

July 14, 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.*

**Union Positions Unchanged From June 23, 2016:**

- 1 B. Overtime
- 1 C. Pay Equity
- 1 D. COLA
- 1 E. Comp Time For Travel
- 1 F. Shift Differential, Schedule Change and Standby Pay.
- 2 B. Classifications and Scale Increases
- 3 B. Canadian Health Plan.
- 3 C. Coordination of benefits.
- 3 D. Coordination of leave entitlements.
- 4 D. Service Bridge.
- 5 B. Mandatory Arbitration of Non-Contractual Disputes.
- 6 C. Off Hours Taxi Policy.
- 6 F. Dues Obligation.
- 6 G. General Contract Clean-Up.
- 6 M. Union President
- 6 N. Holidays.
- 6 O. Part-Time Employees.
- 6 P. Special Committees.
- 6 Q. Emergency Child Care.
- 7 Duration and Renewal

## 1. Wages & Hours

### A. The Union proposes the following:

#### Article IV - Compensatory Increase, Section A:

- effective July 1, ~~2011~~ 2016: Net increase in gross wages -- minus increases to medical, dental and vision premiums as of January 1, 2016 -- of 5%.
- effective July 1, ~~2012~~ 2017: Net increase in gross wages -- minus increases to medical, dental and vision premiums as of January 1, 2017 -- of 5%.
- effective July 1, ~~2013~~ 2018: Net increase in gross wages -- minus increases to medical, dental and vision premiums as of January 1, 2018 -- of 5%.

Net increases calculated for each individual on a dollar-for-dollar basis. Employees who enroll in a different plan from one year to the next are not eligible for year-over-year calculations, and are only entitled to a flat percentage increase.

If Employees hired between January 1, 2017 and May 1, 2017 are eligible for a compensatory increase (instead of a scale or minimum dollar increase), that increase shall be not less than 5% effective July 1, 2017.

If Employees hired between January 1, 2018 and May 1, 2018 are eligible for a compensatory increase (instead of a scale or minimum dollar increase), that increase shall be not less than 5% effective July 1, 2018.

#### 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 withdraws its proposal for a new Article IV - Compensatory Increase, Section G (new hires vs. established workers).

## **2. Job Classifications**

### **A. Excluded Positions**

The Union maintains its proposal from June 23, 2016, but notes that job title and exclusion items are under discussion in the classification subcommittee.

## **3. Benefits**

### **A. U.S. Healthcare Benefits.**

2017 Benefits -- contingent upon agreement on 2017 wage increase, the Union accepts the Company's proposal for plan design and premium structure for 2017 medical, dental and vision benefits.

2018 Benefits -- no changes to plan design. Premiums subject to agreement on 2018 wages.

2019 Benefits -- no changes to plan design or premiums.

Confirm unit members will still be subject to the same retiree medical plan as non-union employees as of ratification of the contract.

The Union maintains 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

### **E. Sick Leave Law Compliance.**

The Union accepts the Company's proposal as clarified in the 7/12/16 "Selected Issues" proposal number 3.

**4. Procedures for Reductions in Force**

- A. Merit as first criterion.
- E. Department as a determining factor.

Reiterating the Union's proposal from July 12, 2016 to modify 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.*

- B. Volunteers.

Reiterating the Union's proposal from July 12, 2016 to modify Article VI - Job Security, Section 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 of 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.

- C. Rehire List.

The Union accepts the Company's proposal to eliminate the Rehire List and severance in installments.

**5. Arbitration Process**

C. Arbitrator's Authority.

With the Company's clarification of July 12, 2016, the Union accepts the Company's proposal to modify an arbitrator's authority to hear claims of unfair labor practices under the National Labor Relations Act.

**6. Contract Administration Issues**

A. Work Anywhere Agreement.

The Union offers the following response to the Company's July 12, 2016 proposal:

Work Anywhere Agreement. Effective ~~January 1, 2017~~ six (6) months after ratification of this agreement, all employees working from home shall be subject to the Dow Jones Work Anywhere Policy. Any legacy agreements signed by employees when employed by FACTIVEA will be updated to reference the Dow Jones Work Anywhere Policy.

B. Relocation benefits.

The Union accepts the Company's July 12, 2016 proposal.

D. Time Clocks.

The Union accepts the Company's proposal to introduce 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.

E. Educational Assistance payback obligation.

The Union accepts the Company's proposal (100%, 75%, 50%).

H. Probation Period.

The Union accepts the Company's suggestion that both parties withdraw proposals and maintain the status quo.

I. Unused Vacation Time.

The Union will withdraw its proposal to strike "vested" and "Vacation time shall vest monthly (pro rata)" from Article IX, Section D if the Company withdraws its proposal to "Clarify

payment of unused vacation time: Employees whose employment terminates during the first half of a month do not accrue unused vacation pay for that month.”

*The Union maintains proposals to modify Sections E and H as follows:*

E. 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.

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

J. Reporter Scale Steps.

The Union notes the reporter scale step issue is under discussion in the classification subcommittee.

L. California paid time off accrual.

The Union responds to the Company's July 12, 2016 proposal as follows:

The maximum number of vacation and personal days that an employee may have available at any time may not exceed ~~1.5~~ 2 (two) times the sum of the employee's current annual vacation accrual and personal day allotment (the "Maximum Accrual"). Once an employee reaches his/her Maximum Accrual, the employee will no longer accrue additional vacation days until the balance of his/her available vacation and personal days falls below the Maximum Accrual.

*Adjust Company chart accordingly.*

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.