

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

June 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.

Article I -- Scope of Agreement

Modify Section A as follows:

Covered Locations. This contract is applicable to each of the following offices and locations. This contract will be extended to employees of Dow Jones & Company at each other separate office or location of the Company, including one-person offices, that existed as of October 12, 2007 (the date of the ratification of the 2007-2010 Agreement) and at which the Union may hereafter during the term of this contract demonstrate that it represents a majority of Employees other than those employed in the typographical, stereotyping, press, mailing, paperhandling, delivery and machinist departments. ~~This provision shall not apply to offices or employees of parent companies of Dow Jones and their subsidiaries or affiliates, or to companies that may be acquired after October 12, 2007 or during the term of this Agreement.~~

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

The Union proposes bargaining unit inclusion for the titles Columnist, News Editor and Assistant News Editor. Please provide a complete list of all "Lead" or "Leader" titles -- except for Lead Escalation Relationship Specialist and Team Leader - Customer Service

-- so we may better determine whether those positions should also be included in the bargaining unit.

Article II -- Hours and Overtime

Modify Section D as follows:

Overtime shall be paid ~~only to those~~ all Employees ~~to whom the overtime provisions of the Fair Labor Standards Act apply.~~¹

Article III -- Job Classifications and Wages

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.

Modify Section G as follows:

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.

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.

Modify Section H as follows:

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

¹ In conjunction with this proposal, strike all Agreement references to “overtime exempt” employees.

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.

Modify Section I (Standby Pay), Nos. 1, 2 and 3 as follows:

1. Stand-by compensation shall apply to all members of the bargaining unit, ~~including overtime exempt Employees as provided below, except for newsroom Employees whose duties to report and write breaking news stories may require them to respond to news events whenever they occur.~~ Stand-by pay applies to Employees who are required to immediately respond to calls on a 24-hour basis.²

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.~~

Article IV -- Compensatory Increase

Modify Section A as follows:

- effective July 1, ~~2014~~ 2016: 5%
- effective July 1, ~~2012~~ 2017: 5%
- effective July 1, ~~2013~~ 2018: 5%

Modify Section C as follows:

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, ~~2014~~ 2016; at least ~~\$20~~ \$50 per week effective July 1, ~~2012~~ 2017; at least ~~\$20~~ \$50 per week effective July 1, ~~2013~~ 2018.

Modify Section F as follows:

Persons excepted from the above compensatory increases shall be:

1. Employees hired on or after May 1, so far as any compensatory increase effective July 1 is concerned.
2. Employees of Dow Jones transferring into the bargaining unit on or after May 1 of the contract year shall receive a pro-rated compensatory increase effective July 1 (if a general Compensatory increase is due that July 1) equal to the fraction represented by the number of full months since their last pay increase

² References to overtime eligibility removed in conjunction with proposal for Article II Section D.

at Dow Jones divided by 12, up to a maximum equal to the full compensatory increase. As an example, such an individual receiving an increase in December of 2011 would receive one-half (six divided by 12) of the negotiated increase effective July 1, 2012. This provision does not apply to new hires hired into the bargaining unit.

~~3. All temporary Employees and part-time Employees who do not qualify as regular part-time Employees.~~

Add the following new 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.

Article VI -- Job Security

Modify Section A as follows:

There shall be no discharge or other disciplinary action except for just and sufficient cause. Just and sufficient cause shall include, but not be limited to, insubordination, infractions of generally recognized and approved standards of business conduct or journalistic ethics, incompetence, or a decision by the Company to reduce the size of its staff or eliminate a job function. Notwithstanding the above, the Company shall have the right to discharge any Employee, for any reason, during his or her first ~~nine~~ six months of employment (excluding any periods of disability), and any such decision shall not be subject to the grievance and arbitration procedure.

Modify Section C.2. as follows:

Extended Medical Coverage/COBRA. Employees laid off due to automation, outsourcing, job elimination, or reduction in force will be eligible for a Company-provided subsidy of their medical and dental coverage provided under COBRA, at the same premium cost as if they were still active employees, until they become eligible for medical coverage under another employer's plan or for such additional coverage period as defined below, whichever comes first. Probationary employees laid off within ~~nine (9)~~ six (6) months of hire shall receive full notice required by this Article and shall receive three (3) weeks of severance pay and COBRA premium subsidy until the end of the month after the month in which the layoff occurs. For employees past their probationary period, extended medical benefits shall be equal to one month of extended benefits per year of service, with a minimum of three (3) months and a maximum of twelve (12) months.

Modify 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 if above proposal for Section F is accepted.

Article VIII-A -- Holidays

Modify Section A (Regular Holidays), No. 2 as follows:

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~~ double the regular straight time rate for his or her regularly assigned daily hours and at ~~double~~ 2 1/2 times 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.

Article VIII-B -- Holidays -- Canadian Employees

Modify Section A, No. 2 as follows:

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~~ double the regular straight time rate for his or her regularly assigned daily hours and at ~~double~~ 2 1/2 times the regular straight time rate 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 the straight time rates, at the discretion of the ~~Company~~ Employee.

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.

Article XII -- Health Insurance and Benefits

Modify Article XII as follows:

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.~~

~~B. The Company will reimburse 60% 100% of membership fees for Employees who join a physical fitness center up to a maximum payment of \$500 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.~~

Article XV -- Part-Time and Temporary Employees

Modify 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.

Article XVI – Special Committees

Modify Section B 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.~~

Article XX -- Nondiscrimination

Modify Article as follows:

A. 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.

B. 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.

Article XXIV – Miscellaneous

Modify Section M 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~~ \$150 per day to a maximum of ~~\$600~~ \$900 per year.

Article XXVI – Duration and Renewal

Modify Section A as follows:

This contract shall be in effect from ~~February 1, 2010~~ July 1, 2016, to and including June 30, ~~2014~~ 2019.