

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
DOW JONES & COMPANY, INC.  
AND  
INDEPENDENT ASSOCIATION OF PUBLISHERS'  
EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC  
FOR THE  
BOWLING GREEN, OHIO PRODUCTION PLANT  
EMPLOYEES**

**07/01/17 – 06/30/20**

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FOR THE  
BOWLING GREEN, OHIO PRODUCTION PLANT EMPLOYEES**

THIS AGREEMENT is made and entered into this 21st day of December 2017, by and between Dow Jones & Company, Inc. (the “Company” or the “Employer”), and the Independent Association of Publishers’ Employees, CWA Local 1096, AFL-CIO, CLC (the “Union”).

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economic relationships between the Company and the Union and the employees of the Company.

**Article 1: RECOGNITION**

The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours, and all other conditions of employment for all full-time and regular part-time press, mailroom, machinist and building maintenance employees employed by the Company at its Bowling Green, Ohio production plant; but, excluding all office clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act and all other employees. The full-time and regular part-time press, mailroom, machinist and building maintenance employees employed by the Company at its Bowling Green, Ohio production plant are hereafter referred to as “Employees.”

## **Article 2: JOB CLASSIFICATIONS**

A. Employees shall be classified, for purposes of setting wage rates and for other purposes as defined in this Agreement as Press/Mail Operator, Press/Mail Assistant, Machinist, Mailer, Building Maintenance, or such additional or changed job classifications as the Company, in its discretion, may from time to time create. The determination of the classification of any person covered by this Agreement is the sole responsibility of the Company.

B. An Employee other than a Trainee, who is assigned to perform the substantial functions of a higher rated classification continuously for more than thirty (30) days, shall be paid at the rates set forth in the wage scale for the higher classification during the period exceeding thirty (30) days. If such assignment is to a lower rated classification, the Employee shall continue to receive his or her former rate of pay for ten (10) consecutive days. At the end of the 10 day period, the Employee shall receive the lower rate of pay. An assignment to the duties of a lower-rated classification for purposes of training or instructing others shall not be subject to a reduction in rate of pay. It shall be the sole determination of the Company as to whether an Employee has been reclassified.

C. Nothing in this Article shall limit the right of the Union to bring any questions concerning classification to the attention of the Company through the grievance procedure established in Article 4 of this contract. In any such classification grievance, the wording of the relevant job descriptions and duties performed by the Employee shall determine the proper classification of the Employee's work.

## **Article 3: MANAGEMENT'S RIGHTS**

A. The Company retains the right to manage its business, to make all decisions, and to take whatever action it deems necessary in connection therewith, except to the extent limited by the provisions of this Agreement.

B. The Company may discipline or discharge an Employee for just cause; provided that, the Company may discharge an Employee for any reason during the first nine (9) months of his or her employment as an Employee (excluding any period of disability) and the discharge shall not be subject to the grievance or arbitration procedure of this Agreement. The Company shall provide a written statement of the cause for an Employee's discharge within two (2) weeks of the Union's written request to the Production Manager.

C. In the event that the Company relocates its Bowling Green, Ohio production plant to any new location within fifty (50) miles of its present location at 1100 Brim Road, Bowling

Green, Ohio, then the Union shall continue to be recognized by the Company as the exclusive collective bargaining representative of the categories of Employee included in this Agreement and this Agreement shall be applied to all such categories of Employees at the relocated production plant; and, all Employees employed at the time of any such relocation shall be offered employment in their then current positions, to the extent that their positions exist at the relocated production plant.

#### **Article 4: GRIEVANCE PROCEDURE**

A. Any dispute concerning the interpretation or application of this Agreement shall be processed as a grievance as follows:

Step 1: The aggrieved Employee, or the Union's shop steward or alternate, shall discuss the dispute with the Employee's immediate supervisor within fourteen (14) days of the event giving rise to the grievance. If the grievance is not resolved at this step, or if the grievance concerns a more general issue not limited to Employees reporting to a single supervisor, then the grievance shall proceed to Step 2.

Step 2: The Union may present the grievance in writing to the Production Manager, or such other member of management designated by the Production Manager to receive grievances, within fourteen (14) days of the last date for submission of the grievance at Step 1. The Production Manager or designee shall discuss the matter with the Union's representative and shall answer the grievance in writing within fourteen (14) days of the Union's submission at Step 2.

Step 3: If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Vice President of Production, or such other member of management designated by the Vice President of Production to receive grievances, within fourteen (14) days of the last date for the Company's Step 2 answer. The Vice President of Production, or designee, shall discuss the matter with the Union's representative and shall answer the grievance in writing within twenty-one (21) days of the Union's submission at Step 3. The Vice President of Production's, or designee's, determination shall be final and binding on the Company and the Union if agreed to by the Union in writing.

B. Any grievance not timely submitted at any Step shall be deemed settled based on the Company's prior answer or withdrawn if there has been no prior answer. If the Company fails timely to answer a grievance at any Step, then the Union may submit the grievance to the next Step of the grievance procedure.

## **Article 5: ARBITRATION**

A. In the event that a grievance has been timely submitted at each Step and has not been settled in the Grievance Procedure of this Agreement, then the Union may submit the grievance to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association in Cleveland, Ohio (or the office closest to Cleveland if there is none there), upon written notice to the Employer not more than thirty (30) days after the last date for the Company's Step 3 answer.

B. The arbitrator shall have no authority to add to, subtract from or alter or modify in any way any of the provisions of this Agreement. The award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to modify or overturn any decision of the Company unless such decision is shown by the Union by a fair preponderance of the evidence to have been discriminatory within the meaning of the Equal Employment Opportunity Article of this Agreement, or arbitrary or capricious.

C. The fees and expenses of the arbitrator shall be borne equally by the Union and the Company. Each of the parties shall pay all other expenses of their own separately.

D. The Company shall not be obligated nor have the right to submit any dispute to arbitration pursuant to this Agreement.

E. Either party's waiver of any rights it may have under this Agreement with respect to any matter or on any occasion shall not be deemed a waiver as to any other matter or any other occasion.

F. 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.

## **Article 6: UNION ACTIVITIES**

A. Neither the Company nor the Union shall discriminate against any Employee because of membership or non-membership in the Union, nor shall Union activity be permitted on working time or in working areas except as provided in paragraph B of this Article.

The wearing of Union tee shirts and insignia shall not be considered prohibited Union activity unless it creates a safety hazard or interferes with production.

B. Normally, all Company meetings with the Union shall be scheduled during non-working time. The Union's Steward, to be designated by the Union, or in his or her absence or unavailability, a designated alternate Steward, shall be paid for any meetings agreed to and scheduled by the Company during the Steward's regular work time. Any change in the designated Steward or alternate shall require not less than five (5) days' advance written notice to the Company. Employees other than the Steward participating in collective bargaining meetings with the Company during regular working hours will not be docked for such attendance. If the Union holds a preparation session prior to a bargaining session during a bargaining committee member's regular business hours, such employee will be permitted to adjust his/her lunch period to accommodate up to one hour of preparation time. Employees excused for any of the meetings described above are expected to return to work when their attendance is no longer required, except that following completion of such meetings, employees will be permitted a brief wrap-up session, not to exceed 15 minutes, unless production needs require employees to report to their work stations sooner, or a period longer than 15 minutes is mutually agreed upon by the Company and the Union. An employee shall give reasonable notice to his or her supervisor of an absence contemplated by the preceding paragraphs.

C. The Company will allow the Union to post notices to Employees on the bulletin board in the pressroom which are not defamatory to the Company or any other person.

D. The Company shall grant an unpaid leave of absence of thirty (30) days or more, up to a maximum of ninety (90) days in any calendar year for purposes of Union business, as requested by the Union. No more than two (2) Employees shall receive such leave of absence in any twelve (12) month period; and, no more than one (1) Employee shall be on such leave at any time. The Union shall request the leave in writing at least sixty (60) days before the leave period is to begin. The Steward may be granted unpaid leave to handle Union business in less than 30-day increments, upon five (5) working days notice to the Company. Additionally, the Company shall grant unpaid leave time to no more than one (1) Employee to attend the Union's semi-annual Board of Directors meetings, as requested by the Union with at least two (2) weeks' advance written notice. The Company may withhold any such requested leave if it would cause unreasonable interference with operations.

## **Article 7: NO STRIKE OR LOCKOUT**

A. No Strikes. There shall be no strikes, work stoppages, sympathy strikes, or slowdowns, nor any picketing of the Company or any other interference with the Company's business by the Union or any Employee, nor shall the Union or any Employee support or promote any boycott of the products or services of Dow Jones & Company or of any affiliated company, during the term of this Agreement. The Union and its officers and Stewards and alternates shall advise Employees of their no-strike obligation and shall instruct Employees to abide by this Article.

B. No Lockout. The Company shall not lock out any Employees during the term of this Agreement.

### **Article 8: HOURS OF WORK**

A. The workweek shall run from Wednesday through Tuesday, including shifts that begin on Tuesday evening, even if some work on the shift is performed after midnight on Wednesday morning. The workweek for full-time employees shall consist of any five (5) days in seven (7). The work day for full-time Employees shall be eight (8) consecutive hours, not including a one-half (½) hour, unpaid lunch period. Employees may be required to work ten (10) straight time shifts in a bi-weekly period, which may be divided into four (4) straight time shifts in one week, and six (6) straight time shifts in the other week without triggering overtime payments. The hours and days of work for part-time employees and Trainees shall be designated by the Company. Part-time employees who work a regular schedule of more than twenty (20) hours per week continuously for fifty-two (52) weeks shall be deemed "regular part-time" Employees.

B. Starting and quitting times and days of work for all Employees will be determined by the Company. The Company shall give two (2) weeks notice of change of a full-time Employee's regular work schedule, excluding emergencies and temporary assignments. Part-time Employees may be scheduled for regular days of work, and additional days may be scheduled as needed, with reasonable notice.

C. In the event that the Company schedules a temporary or emergency shift, the Company shall endeavor to give the Union as much advance notice as to the date and time of the extra shift as is practical under the circumstances. If the Company's designation of the start time for such extra shift is changed on less than forty-eight (48) hours notice, each affected employee shall receive, as a penalty, one (1) hour's pay at the overtime rate, in addition to any wages due for the actual work performed.

D. Full-time Employees will be scheduled for work to provide those Employees with two (2) consecutive days off when practicable. This scheduling shall remain subject to management's prerogative to change staffing and work schedules as it deems necessary. It is understood that there is no guarantee that the two (2) consecutive days off scheduling will be available at all times.

#### **Article 9: OVERTIME**

A. Overtime hours for full-time or part-time Employees are all hours in excess of 40 in a pay week. Hours paid for time off from work shall be counted as hours worked for calculating overtime pay.

B. Work outside of the Employee's regular shift shall be worked as assigned by the Company. When such additional assignments are not continuous with the Employee's regularly scheduled shift, they shall be offered to the most senior Employee available and able to perform the work as determined and verified by the Foreman; and, if mandatory assignment of such additional work is required, the least senior Employee available and able to perform the work as determined and verified by the Foreman shall be assigned.

C. Employees ordered by the Foreman to work through their lunch periods shall receive an additional one half (1/2) hour of pay paid at one and one half (1 ½) times their regular rates of pay.

D. There shall be no pyramiding of overtime with other premium pay.

#### **Article 10: EQUAL EMPLOYMENT OPPORTUNITY**

The Company and the Union agree to provide equal employment opportunities and advancement considerations to all individuals based on job-related qualifications and ability to perform the job, without regard to race, color, ancestry, national origin, religious creed, sex, gender identity, disability, veteran status, sexual orientation, age, marital status, or union membership or non-membership.

## **Article 11: SENIORITY**

A. Seniority is defined as continuous service with Dow Jones & Company. The current seniority list, as of the date of the execution of this Agreement, is attached as Appendix A.

- B. Seniority shall be deemed to be continuous unless terminated by:
- (1) Discharge, resignation or retirement.
  - (2) Layoff which lasts longer than one month.
  - (3) Failure to accept an offer of recall from layoff to the classification in which the Employee worked when laid off.
  - (4) Failure to return as scheduled from a leave of absence.

## **Article 12: LAYOFF, RECALL AND SEVERANCE PAY**

A. Voluntary Resignation — In the event of a reduction in force, the Company may offer Employees in the affected job classification(s) the opportunity to resign voluntarily and receive Severance Pay. The Company may reject any offer of resignation it determines to be impractical or not in the best business interest of the Company. The Company may consider resignations under this Article as irrevocable.

B. Layoff — Where layoffs are necessary, the Company shall consider each Employee's seniority, performance, experience, and skill when determining which Employee will be laid off. When other factors are equal as determined by the Company, and provided that the Company's determination shall not be arbitrary, capricious nor discriminatory within the meaning of the Equal Employment Opportunity Article of this Agreement, the least senior Employee shall be laid off.

C. Recall — In the event that positions become available within one month following a layoff, the Company shall recall previously laid off Employees in the same classification subject to the same conditions as for selection for lay off, and provided that the Employee had at least one year of seniority at the time of lay off.

D. Severance Pay — In the event of reduction-in-force, the laid off Employee shall receive Severance Pay consistent with the then-current general corporate benefits as published on the Company's intranet system, subject to such changes as may be determined by the Company and subject to the requirement that the Employee sign a general release of all claims against the Company. Such release of claims will specifically exclude claims arising under this Agreement, as well as claims for workers' compensation benefits and unemployment benefits.

The Union will retain all rights to file grievances and proceed to arbitration according to the terms of this Agreement regarding any claimed contract violations; provided that, if the Employee is reinstated in the course of the grievance or arbitration process, the Employee will return any severance pay received. Employees electing to receive Severance Pay in a lump sum payment shall have no recall rights.

### **Article 13: TRAINING COMMITTEE**

A. The Company and the Union shall establish a joint local committee to discuss issues concerning training on new equipment, techniques, or processes, and the training programs or practices for Trainees.

B. The Company and the Union recognize the value of having Employees broaden their skills through training on jobs other than those normally assigned. The Company may assign such training at its discretion.

### **Article 14: TRAINEES**

A. The Company may hire Employees who in the determination of the Company lack the prior experience and skill to perform fully the essential functions of any job classification. Such Employees may be designated as “Trainees,” who may be assigned to any work by the Company. Such Trainees shall be paid based on the following scale:

Less than one (1) year of service as Trainee:	60% of full scale
More than one (1) year, but less than two (2) years:	70% of full scale
More than two (2) years, but less than three (3) years:	80% of full scale
More than three (3) years:	90% of full scale

B. The Company may accelerate the advancement of a Trainee or decline to advance a Trainee who fails to advance successfully through the Training program.

C. When a Trainee has successfully completed a program of training, the Company may consider Trainees for promotion to an appropriate job classification.

### **Article 15: HEALTH AND SAFETY**

A. One (1) Employee designated by the Union will be a member of the Company’s building-wide safety committee.

B. The Company shall provide a reasonably clean and safe facility for Employees.

## Article 16: VACATIONS

A. Current, full-time Employees, as of the date of ratification of this contract, shall earn paid vacation time as follows:

- Three (3) weeks of vacation with less than three (3) years of employment.
- Four (4) weeks of vacation after three (3) years of employment.
- Five (5) weeks of vacation after six (6) years of employment.

B. Full-time Employees hired after the ratification date of this contract shall earn paid vacation time as follows:

- One (1) week of vacation after six (6) months of employment.
- Two (2) weeks after one (1) year of employment.
- Three (3) weeks after three (3) years of employment.
- Four (4) weeks after six (6) years of employment.
- Five (5) weeks after fifteen (15) years of employment.

C. Regular part-time Employees shall earn paid vacation time as follows:

- One (1) week after one (1) year of employment.
- Two (2) weeks after two (2) years of employment.
- Three (3) weeks after five (5) years of employment.
- Four (4) weeks after ten (10) years of employment.

D. Vacations shall be scheduled by seniority with the approval of the Company as to the number of Employees on vacation and other time off.

E. Members of the bargaining unit who are eligible for at least two (2) weeks of vacation may take up to one (1) week of vacation time in blocks of less than a full week.

F. The Company may establish the maximum number of employees who will be permitted to take vacation days during any given week. Currently, the Company permits not more than two (2) employees to claim vacation on any given day. The Company may, in its sole discretion, approve additional Employees to be on vacation on any given day.

G. Vacation days may be requested on not less than two (2) weeks notice. Requests on less than two (2) weeks notice may be approved at the Company's sole discretion.

H. Full vacation weeks shall be claimed before blocks of less than full weeks may be claimed.

I. All vacation days must be scheduled by October 1 of each year. Any remaining vacation days not scheduled by October 1 will be assigned at the discretion of the Company.

J. If a part-time Employee is promoted to full-time status, he or she will receive pro-rated credit for time worked as a part-time Employee for purposes of determining vacation entitlement. Service is computed using the gross hours worked each year as a part-time Employee and converted to an equivalent number of months of full-time employment credit for purposes of calculating vacation entitlement (2,080 hours shall be the measure of “full-time employment” for calculating vacation entitlement). In no event shall the resulting vacation eligibility date be earlier than the Employee’s actual date of hire as a part-time employee.

K. There shall be no carryover of unused vacation from year-to-year; and no Employee shall be paid for unused vacation unless required by the Company to work through a scheduled vacation.

#### **Article 17: JURY DUTY**

A. Employees required to serve on jury duty shall be granted a leave of absence during the period required in court. The Employee must notify the Company of the notice of jury duty at the earliest possible date.

B. If the Employee is excused from court for the day with more than four (4) hours remaining in his or her workday, then the Employee shall report for work. The Employee is not required to report for work on any such day if his or her combined hours of jury duty, travel to work from the courthouse, and work-time (excluding lunch-time) exceed seven (7) hours.

C. During the jury duty leave of absence, the Employee shall receive his or her regular straight time pay from the Company. The Employee shall reimburse the Company for any jury duty pay received from the government to the extent that the jury duty pay exceeds \$30 per work day.

#### **Article 18: HOLIDAYS AND PERSONAL DAYS**

A. The following days shall be considered Holidays: the eight (8) fixed holidays on which The Wall Street Journal does not publish, or the days designated by the Company for the celebration of such holidays.

B. A Holiday shall be observed beginning at the start of the night shift on the eve of the Holiday and shall end at the start of the night shift on the day of the Holiday.

C. Employees required to work on a Holiday shall be paid time and one-half the Employee's regular hourly rate for each hour worked and shall be granted an additional day off, or an additional day's pay, as determined by the Company.

D. If a Holiday falls on a full-time Employee's regularly scheduled day off or during the Employee's vacation or jury duty leave, the Employee shall receive another day off with pay or an additional day's pay, at the Company's option.

E. Each full-time Employee may have three (3) Personal Days off with pay to be scheduled with Company approval. Personal Days must be selected no later than November 1 of each year. Any remaining Personal Days not scheduled by November 1 will be assigned at the discretion of the Company.

F. For each fiscal year in which the Bowling Green plant meets its annual Production Quality System (PQS) target scores, as established by local management, all current, full-time Employees (as of the date of ratification of this contract) shall receive one additional personal day to be used in the following fiscal year.

G. Holidays and Personal Days shall be paid at the Employee's regular, straight time hourly rate. Part-time Employees shall be paid for Holidays falling on the Employee's regularly scheduled workday. Part-time Holiday pay shall be based on the Employee's average daily hours worked over the fourteen (14) weeks preceding the Holiday, but not to exceed 7½ hours of regular straight-time pay. An Employee must work all of his or her last scheduled work shift preceding the Holiday or Personal Day and all of his or her first scheduled work shift following the Holiday or Personal Day in order to be eligible for Holiday or Personal Day pay, unless the absence from work is due to a bona fide illness or injury.

#### **Article 19: BEREAVEMENT LEAVE**

Employees will be eligible for bereavement leave on the same terms and conditions (including any amendments or modifications thereto) as apply to management employees at the Bowling Green plant.

#### **Article 20: SICK LEAVE**

Each full-time Employee shall earn paid sick days at the rate of six (6) per calendar year. Employees who have taken fewer than their total allowed sick days in any calendar year

may carry over up to four (4) unused sick days into the following year to be applied toward any applicable waiting periods pursuant to the Company's Short Term Disability Plan. Carried over days must be used in the following year, and may not be carried over into additional successive years.

### **Article 21: DOW JONES & COMPANY BENEFITS**

A. The Dow Jones Retirement Plan shall be made available to Employees, subject to such modifications or termination of the Plan and such other employee retirement plans, terms and conditions as are generally applicable to Dow Jones' employees.

B. Additional benefits not mentioned in this Agreement which are generally applicable to Dow Jones' employees under the Company's "Active Summary Plan Description," as revised from time-to-time, shall be continued subject to the Company's right to amend, modify or discontinue such benefits pursuant to the terms of those plans or policies. Where the terms of this Agreement differ from the Company's "Active Summary Plan Description," this Agreement shall control.

### **Article 22: WAGES**

A. The following minimum weekly salaries and hourly rates shall be effective through the end of the term of this Agreement. The Company may, at its discretion, pay a higher rate based on merit. These minimum weekly salaries and hourly rates are based on employees in positions at 100% of scale.

- Full-time Press/Mail Operator: \$923.65 per week.
- Full-time Machinist: \$950.04 per week.
- Full-time Building Maintenance Worker: \$750.09 per week.
- Part-time Press/Mail Operator: \$24.62 per hour.
- Part-time Press/Mail Assistant: \$14.78 per hour.
- Part-time Mailer: \$11.08 per hour.
- Assistant Press/Mail Foreman – a weekly premium above the individual's Press/Mail Operator rate, as determined by the Company.

B. Employees earning more than the minimum rate at the time of ratification of this Agreement shall retain that higher rate during the term of this Agreement unless demoted for disciplinary reasons or reduced to a lower-rated position as a result of a reduction in force.

C. Effective on the dates listed below, all regular Employees will receive a wage increase in the following amounts. Such increases do not apply to substitutes.

- Effective 7/1/2017 – 2%
- Effective 7/1/2018 – 2 %
- Effective 7/1/2019 – 2%

### **Article 23: JOB POSTING**

When vacancies occur in existing jobs within the bargaining unit, or when new jobs are created, the Company shall post a notice of such position on the Company's intranet system at least ten (10) days in advance of making a hiring decision. The Company shall consider all applications for such jobs, however, the selection or non-selection of Employees for such positions shall be as determined by the Company.

### **Article 24: UNION SECURITY**

A. It shall be a condition of employment that any Employee, within thirty (30) days after beginning employment or within thirty (30) days after the effective date or date of execution of this Agreement, whichever is later, shall satisfy his or her financial obligation to the Union by (i) becoming and remaining a member of the Union pursuant to the rules and regulations established by the Union, or (ii) paying a fee to the Union which represents that portion of the dues and fees routinely charged to Union members which is related to collective bargaining and contract administration and which is lawfully chargeable to non-members. The Union shall establish the amount of the fee in accordance with applicable law. The Company shall, upon thirty (30) days' notice from the Union, discharge any Employee who is not in compliance with this section, provided that any Employee shall have the right to terminate his or her Union membership and elect to become a fee-payer at any time upon thirty (30) days' notice to the Union. Neither the Company nor the Union shall discriminate against any Employee based on the Employee's Union membership or fee-payer status.

B. The Company agrees that it will not retain in employment any bargaining unit member for a period of longer than thirty (30) days after he or she has been certified by the Union to the Company as being not in good standing through non-payment of dues or fees, provided this shall not be contrary to the law at that time. It is mutually agreed that this period of thirty (30) days may be utilized by such Employee to reinstate himself or herself by paying his or her outstanding dues or fees. An Employee discharged for such reasons shall not be entitled to the Severance Pay set forth in this Agreement.

C. The parties agree that they may extend the time limits set forth in this Article upon mutual consent.

D. Each Employee hired will be made aware of the Union security provisions of this Agreement at the time of hire. To implement this provision the Company shall distribute a Union membership form, a voluntary dues checkoff form, and an introductory letter from the Union (all to be furnished by the Union) to each Employee who joins the bargaining unit.

**Article 25: VOLUNTARY DUES DEDUCTION OR  
EQUIVALENT ASSESSMENT**

A. After the filing with the Company of an Employee's voluntary written assignment, the Company shall deduct from the earnings of such Employee and pay to the Union each month all lawful membership dues or fees levied by the Union for the current month. Such membership dues or fees shall be deducted in accordance with a schedule furnished to the Company by the Union on the first day of each month. An Employee's voluntary written assignment shall remain in effect in accordance with the terms of such assignment.

B. The voluntary written assignment shall be made upon the following form:

To: Dow Jones & Company, Inc.

I hereby assign to the Independent Association of Publishers' Employees, Inc. and authorize you to deduct from any salary earned or to be earned by me, as your employee, an amount equal to all membership dues, lawfully levied against me by the Independent Association of Publishers' Employees, Inc. for each calendar month following the date of this assignment, as certified by the Treasurer of the Independent Association of Publishers' Employees, Inc.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date of this assignment or the termination date of the current collective bargaining agreement, whichever is sooner. During the thirty (30) day period following expiration of this assignment, I will notify the Independent Association of

Publishers' Employees, Inc. and the Company by registered mail of my intention to revoke this voluntary dues deduction. Unless such notification is given during this thirty (30) day period, this authorization and assignment shall be irrevocable for a further period of one year or the termination date of the then current agreement between the Company and the Independent Association of Publishers' Employees, Inc.

The within assignment shall, where applicable, apply to the sums required to be paid by the collective bargaining agreement's Union Security provisions.

This assignment and authorization supercedes all previous assignments and authorizations heretofore given to you by me in relation to my Independent Association of Publishers' Employees, Inc. dues.

Dated \_\_\_\_\_

C. All refunds of dues or fees which may be required to be made to any Employee shall be made by the Union and the Union shall settle all questions and disputes between the Company and its employees with reference to voluntary dues or fees deductions or refunds without recourse to the Company.

#### **Article 26: SAVINGS CLAUSE**

Should any court of competent jurisdiction find that any provision of this Agreement is invalid or unenforceable, then the provision so affected shall be stricken from this Agreement, and the remaining provisions shall continue in full force. In the event that any provision of this Agreement is stricken, the parties shall bargain concerning changes to any affected Article of this Agreement.

#### **Article 27: DURATION**

This Agreement shall be effective from the 1<sup>st</sup> day of July 2017, through the 30<sup>th</sup> day of June 2020, provided that either party may terminate the contract in its entirety by giving written notice to the other party on or before March 15, 2018 (to terminate as of July 1, 2018) or March 15, 2019 (to terminate as of July 1, 2019). In the event of early termination of the contract, the parties shall negotiate toward a new contract under the same procedures that would apply in the absence of an early termination.

## **Article 28: SEVERE WEATHER EMERGENCIES**

A. When a government agency declares a state of emergency that prevents employees from using roads or public transportation necessary to get to work, employees will be excused for the day and paid.

B. In the absence of a declared state of emergency, Dow Jones may determine that the Bowling Green facility should be closed for the day, or closed earlier than normal, permitting those employees holding weather-excusable positions to not report for work or leave early. Such employees will be paid for the day or for the portion of the workday missed after the Company closes the location.

C. Employees who do not hold weather-excusable positions may be required to report for work or remain at work even when other employees (i.e. those holding weather-excusable positions) are permitted to be absent.

D. Employees other than those described in the situations above who notify the Company of their inability to get to work because of severe weather or other emergency conditions, may, at the discretion of their manager, be permitted to use vacation days or other available paid days off in order to be compensated for the days missed in those circumstances.

E. Employees who make a good-faith effort to report to work in spite of severe weather conditions – and arrive past the scheduled beginning of the shift – will not be disciplined, providing said employee has notified the Company.

F. The Union recognizes the Company's existing practice of considering all printing plant employees to be non-weather-excusable, unless otherwise indicated by the Company based upon the specific circumstances of a particular severe weather event.

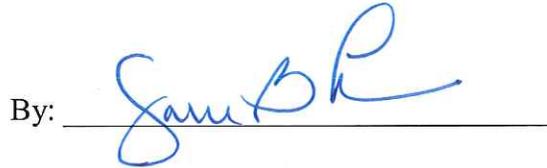
**Article 29: DRUG AND ALCOHOL TESTING**

The Company shall implement a drug and alcohol testing policy identical in form and substance to that attached as Appendix B hereto; provided that the 6-month delay in implementation, 60-day notice and random testing provisions referenced in Appendix B shall not apply to this bargaining unit.

INDEPENDENT ASSOCIATION OF  
PUBLISHERS' EMPLOYEES,  
LOCAL 1096, COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO,  
CLC

DOW JONES & COMPANY, INC.

By: 

By: 

Dated: DEC. 21, 2017

Dated: 12/21/17

## **Appendix A: SENIORITY LIST**

### Press/Mail Department

Richard Zalesak  
Jack O'Hare  
Roger Pacheco  
Brad Schwamberger  
John Nietz  
Shad Beeker  
William (Andy) Hunnicutt  
Charles Grimes  
Doug Van Horn  
Eric Cole  
Tyler Bloch

### Machine Shop

Doug Capelle  
Gregory Graham

### Building Department

Jamie Brower

## **Appendix B**

### **Dow Jones & Company Controlled Substance and Alcohol Free Workplace Policy**

(It is the policy of Dow Jones Company to provide a workplace free of controlled substances and alcohol, and to comply with all state and federal policies.)

#### **POLICY STATEMENT**

This policy defines the Dow Jones & Company drug and alcohol abuse policies and procedures for all IAPE-represented employees in the Bowling Green printing plant. This policy is in compliance with all governmental regulations.

Dow Jones is concerned with its employees' safety and realizes that the state of an employee's health can affect job performance and safety. Employees whose capabilities are altered, diminished or affected by drugs or alcohol while on the job pose serious health and safety risks to themselves and co-workers. Dow Jones will comply with state and federal safety standards which were designed to reduce accidents that result from the use of controlled substances and alcohol. Employees who violate this policy are subject to disciplinary action.

#### **IMPLEMENTATION:**

This policy will be implemented with all testing effective not less than six months from the ratification of the contract. The Company shall give the union written notice at least sixty days in advance of the date of implementation.

#### **SCOPE OF POLICY/PROHIBITED SUBSTANCES**

This policy applies to alcohol and to all forms of narcotics, depressants, stimulants or hallucinogens whose sale, or possession is prohibited by law as well as to prescription drugs if intentionally used other than as prescribed and over-the-counter medications if used contrary to directions or if such use impairs the employee's ability to work safely. Employees who are using any drugs that could impact job performance (e.g., which could cause drowsiness) should report that fact to the Foreman at the beginning of the shift.

#### **EXCLUSIONS**

Controlled substances used pursuant to the instruction/prescription of a physician are excluded if the use of the drug does not impair an employee's ability to perform job duties.

#### **PROHIBITED CONDUCT**

The manufacture, sale, possession, distribution, dispensation, or use of prohibited substances or alcohol during working hours is prohibited.

No employee may refuse to submit to an alcohol or controlled substances test which is required by this policy. Any employee who delays or refuses to be tested for controlled substances and/or alcohol as the result of a reasonable suspicion, post-accident, return-to-duty, random, or follow-up test for controlled substances and/or alcohol is subject to immediate discharge.

## **EMPLOYEE ASSISTANCE PROGRAM**

On a **one-time** basis, an employee who comes forward to management before testing positive, or who tests positive the first time under a random, post-accident, or reasonable suspicion test under this Policy, shall be referred to the Company's Employee Assistance Program (EAP) for treatment or other assistance in resolving problems associated with alcohol misuse and controlled substances use. Refusal to accept an EAP referral will result in termination. The Employer will confidentially notify the Union when an employee enters an EAP program. Once referred to the EAP, the employee must, as a condition of returning to work, comply with the instructions of the EAP advisors and physicians. The EAP program will report to the Company whether the employee has complied with the terms of the EAP program.

## **TESTING CIRCUMSTANCES**

**Post-offer Pre-employment:** After the offer of employment but prior to the first scheduled day of work, the Company may test for alcohol and/or controlled substances.

**Reasonable Suspicion:** The Employer may require a test when, by supervisory observation, an employee's behavior creates reasonable suspicion of being under the influence of drugs or alcohol. The suspicion must be based on specific, current observations concerning appearance, behavior, speech, body odors, etc. It may also be based on the violation of employer safety rules, policies or operating procedures when in conjunction with observable suspicious behavior. The Employer will provide a copy of the observation document to the Union within 24 hours after an employee has been administered a drug/alcohol test for reasonable suspicion.

**Post Accident/Injury:** Any employee who suffers a qualifying on-the-job injury, causes a qualifying injury to be suffered, or damages product, equipment or property valued at more than \$1000.00 may be tested immediately following the incident. A qualifying injury is one which involves medical treatment (other than first aid), a loss of consciousness, restriction of work or motion, or results in lost time. No employee may leave the scene of a qualifying accident, without a valid reason, before arranging to have the appropriate alcohol and/or controlled substances test(s) administered.

**Random:** The Company shall not test more than 25% of the annual average number of employees for alcohol and 50% of the annual number of employees for controlled substances in any calendar year. The tests will be unannounced and spread reasonably throughout the calendar year. The selection of employees for random alcohol and controlled substances testing shall be made by a computer-based random number generator. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made.

**Return to Duty:** After engaging in conduct prohibited by this policy, a employee must test negative for alcohol and/or controlled substances before resuming his or her job duties.

**Follow-up:** The Employer may require unannounced follow-up testing for a period of one year after a return to work following completion of a drug/alcohol treatment program, consistent with the recommendations of a qualified Medical Review Officer (MRO).

Follow-up alcohol and/or controlled substances testing shall be conducted only when an employee is performing job duties, just before performing job duties, or just after the completion of job duties.

### **DISCIPLINARY ACTION BASED ON VIOLATION OF THIS POLICY**

Dow Jones will take disciplinary action based on violation of this policy as follows:

The Employer will decline to employ any employee who refuses to be tested or tests positive for controlled substances and/or alcohol as the result of a post-offer pre-employment test for controlled substances and/or alcohol.

Any employee who delays or refuses to be tested for controlled substances and/or alcohol as the result of a reasonable suspicion, post-accident, return-to-duty, random, or follow-up test for controlled substances and/or alcohol is subject to immediate discharge.

Any employee who tests positive for controlled substances and/or alcohol as the result of a random, reasonable suspicion, or post-accident test for controlled substances and/or alcohol will be provided with the opportunity to participate in the Employee Assistance Program on a one-time basis. Employees who successfully complete a program of treatment under the EAP will be permitted to return to work under the conditions of this Policy.

Any employee who tests positive for controlled substances and/or alcohol as the result of a follow-up or return-to-duty test for controlled substances and/or alcohol after completing a treatment program will be subject to immediate discharge.

Any employee who attempts to substitute or contaminates his or her urine specimen to be presented for testing will be subject to immediate discharge.

Any employee who submits to an alcohol test under any of this policy's testing procedures and is found to have an alcohol concentration of 0.02 or greater but less than 0.04 will be given a final written warning and upon a second occurrence of the same violation within a rolling 12 month period will be subject to discipline up to and including discharge.

Any employee who unlawfully manufactures, distributes, dispenses, possesses, or uses controlled substances and/or alcohol anywhere in the workplace without authorization will be subject to immediate discharge.

### **TESTING GUIDELINES**

The Company shall conduct drug/alcohol testing only through a professional service company or medical clinic licensed to collect samples and/or conduct drug tests pursuant to US Department of Transportation regulations. These procedures include split-sampling which provides that a urine sample be split into two separate containers.

The substance screen will test for the following drugs - marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). The substance screening levels will conform with those used by the Department of Transportation. The substance screen will be confirmed by a gas chromatography/mass spectrometry (GC/MS) test. The confirmation limits for controlled substances are expressed in terms of nanograms per milliliter of urine and are as follows:

Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml

Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT). The limits for alcohol are expressed in a volume of breath as indicated by an evidential breath test (EBT) and are as follows:

0.00	to	0.0199 EBT	(considered negative)
0.02	to	0.0399 EBT	(below legal limit but positive and final written warning)
0.04	or	greater EBT	(positive and subject to the one time shot provision under the random testing procedures)

**PAY**

An employee who has been requested to submit to drug or alcohol screening in compliance with this policy may be suspended pending receipt of the test results. If the test results are negative, the employee will be immediately reinstated with back pay and no loss of benefits.

**NOTIFICATION**

The employee will be given notice of a positive drug/alcohol screen in accordance with applicable State and/or Federal laws.

**CONFIDENTIALITY**

The results of tests are considered highly confidential and will be shared only with those employees and officers who must have the information in order to implement this policy, discipline or initiate rehabilitation activities.

**GOVERNMENTAL REQUIREMENTS:**

Dow Jones Company will comply with all federal and state requirements. Wherever this policy is in conflict with any law or regulation, that law or regulation will apply.