

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

August 19, 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.

1. Wages & Hours

A. Increase wages as follows.

Article IV - Compensatory Increase, Section A:

- effective July 1, 2011 2016: **4.75%**
- effective July 1, 2012 2017: **4.75%**
- effective July 1, 2013 2018: **4.75%**

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 **\$47.50** per week effective July 1, 2011 ~~2016~~; at least \$20 **\$47.50** per week effective July 1, 2012 ~~2017~~; at least \$20 **\$47.50** per week effective July 1, 2013 ~~2018~~.

B. Overtime.

Article II - Hours and Overtime, Section D:

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

(And remove all references to “overtime exempt employees”.)

C. Pay Equity.

The Union revises its proposal to address pay equity via a new Section B within Article XX - Nondiscrimination:

There shall be equal pay for equal work or work of equal value.

D. COLA.

The Union's position on COLA is unchanged (no change to current language).

E. Comp Time for Travel.

As previously discussed, the Union accepts the Company's proposal to clarify no comp time or premium pay is applicable when an employee travels on a scheduled day off for the sake of convenience, but for required SDO travel, the provisions of Article II will apply.

F. Shift Differential and Standby Pay.

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.

Stand-by Pay¹

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.

¹ References to overtime eligibility removed in conjunction with proposal from Article II Section D.

~~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.~~

2. Job Classifications

A. Excluded Positons

The Union and the Company continue to address specific exclusion and job classification issues in an away-from-the-table subcommittee.

B. Classifications and Scale Increases

The Union maintains its proposals for job classifications and scale increases as follows:

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.

3. Benefits

In response to the Company's proposal dated August 16, 2016, the Union proposes as follows:

A.2. The Union maintains its proposal for premium-free healthcare for employees in Canada.

A.3. **Counter-proposal.** Cap on future employee premium increases. For the years 2018 and 2019, the company will not increase employee premiums as a percentage of employee's pay by more than 0.50% of an employee's salary per year.

4. Company will not substantially reduce benefits. Accept Company's proposal to add "glide path" language and side-letter, followed by a new sentence: **Reductions in actuarial value of any plan will require offsetting, to be negotiated with the union.**

Physical fitness reimbursement. The Union revises its proposal 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 ~~\$500~~ **\$600** 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

B. Canadian Health Plan.

See Union proposal 3.A.2.

C. Coordination of benefits.

D. Coordination of leave entitlements.

The Union recognizes the Company's revised proposal for C. and D., and accepts with the clarification that references to new short- and long-term disability provisions will also be included in the CBA.

4. Procedures for Reductions in Force

The Union accepts the Company's proposed clarifying language, so long as the intention of that proposal is not to eliminate the remainder of Article VI F:

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.

6. Contract Administration Issues

G. General Contract Clean-Up.

The Union is willing to discuss a general clean-up of the contract, but we do not believe that Incentive Committee language should be included in this exchange.

I. Unused Vacation Time.

The Union revises its proposals for sell back of vacation time and vacation carryover as follows:

Article IX -- Vacations

Modify Section E as follows:

An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1000~~ **\$1,400** 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:

One week of ~~V~~vacation time may ~~not~~ be carried forward into a new calendar year to be used during the first three months of the following year.

N. Holidays.

The Union maintains its most-recent proposal to grant pay in lieu of an additional day off at the discretion of the employee.

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 the regular straight time rate for his or her regularly assigned daily hours and at double 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.

Also applies to "Holidays - Canadian Employees"

P. Special Committees.

The Union maintains its proposal to modify the Incentive Committee clause 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.~~

Q. Emergency Child Care. Acknowledging the agreement to remove the daily rate cap, the Union revises its proposal to increase the annual maximum 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~~ **\$800** per year.

6. Duration and Renewal

The Union maintains its proposal for a three-year agreement in effect from July 1, 2016 to and including June 30, 2019.