

DOW JONES & COMPANY, INC.

PROPOSAL #2

for a new collective bargaining agreement with

INDEPENDENT ASSOCIATION OF PUBLISHERS' EMPLOYEES,
CWA LOCAL 1096, AFL-CIO, CLC FOR THE
BOWLING GREEN, OHIO PRODUCTION PLANT EMPLOYEES

September 22, 2016

{The Company reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Company'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.}

The following proposals are general principles to govern the new contract, and are not necessarily presented here as specific modifications of particular sections of the existing contract. It is understood between the parties that the contract language will be revised to conform to Agreements made and that wherever there is conflict between the current contract language and these general concepts, the language of this Agreement as expressed in a Memorandum of Agreement shall prevail, even if the specific language in the former contract is not properly modified in the drafting process due to oversight.

UNRESOLVED ISSUES

Company's Proposals

Article 8: Hours of Work – WITHDRAWN.

Article 22: Wages

Revise Article 22 to provide for a wage freeze for the duration of the contract. Delete subparagraph E.

Article 27: Duration

Subject to the parties' agreement on wages, a three (3) year term, from July 1, 2016 through June 30, 2019. Modify all dates in the contract accordingly.

Union's Proposals

The Company rejects the Union's proposals set forth in its September 15, 2016 Comprehensive Proposal unless otherwise set forth herein.

Article 12: Layoff, Recall and Severance Pay

1. Layoff procedure (Section B) – *The Company rejects this proposal.*
2. Severance pay (Section D) – *The Company offers the following counter-proposal:*

D. Severance Pay and other Post-Termination Benefits – In the event of reduction-in-force, the laid off Employee shall receive Severance Pay calculated as two (2) weeks of severance pay per year of service up to a maximum of 52 weeks. The laid off Employee will also be eligible for a Company-provided subsidy for the Employee's medical and dental coverage provided under COBRA at the same premium cost as if the Employee were still active for a period of one month per year of service up to a maximum of six months or until the Employee becomes eligible for medical coverage under another employer's plan, whichever comes first. The laid off Employee will also be eligible for a retraining allowance of \$6,000, subject to the rules and procedures set forth in the then-current general corporate retraining allowance program. ~~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~~ The severance pay and post-termination benefits described herein shall be 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 16: Vacations

The Company rejects this proposal.

Article 18: Holidays and Personal Days

The Company rejects this proposal.

Article 21: Dow Jones & Company Benefits

To be discussed.

TENTATIVE AGREEMENTS

Arbitration (Article 5). The following will be added as subparagraph F:

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.

Seniority (Article 11). Revise as follows:

- A. Update seniority list attached as Appendix A.
- B. Revise subparagraph B as follows:

Seniority shall be deemed to be continuous unless terminated by:

- (1) Discharge, layoff, resignation or retirement
- ~~(2) — Layoff which lasts longer than one year.~~
- ~~(3) — Failure to accept an offer of recall from layoff to the classification in which the Employee worked when laid off.~~
- (2) Failure to return as scheduled from a leave of absence.

Layoff, Recall and Severance Pay (Article 12). Delete subparagraph C and any additional references to recall rights, including the last sentence of subparagraph D. Renumber accordingly.