

MEMORANDUM OF AGREEMENT

between

DOW JONES & COMPANY

and

IAPE/CWA LOCAL 1096

for a new collective bargaining agreement effective through June 30, 2019

November 10, 2016

**The parties to a collective bargaining agreement effective from February 1, 2010 to June 30, 2016 hereby agree to extend that contract through June 30, 2019, with the modifications specified in this Agreement. All other terms of the expired contract remain unchanged, except as specified herein or as such terms must be modified in order to conform to this Agreement.**

**Article I – Scope of Agreement.** Add to paragraph B(1): “, subject to the terms of the attached side letter regarding excluded jobs dated November \_\_, 2016.”

**Article II- Hours and Overtime**

A. Comp Time and Premium Pay. (1) Add attached side letter regarding the process for submitting and recording premium pay and comp time. (2) Eliminate the distinction between newsgathering and non-newsgathering employees regarding the inclusion of the first two hours of work from home on a scheduled day in the calculation of comp time.

B. Travel Time. When employees travel for business during hours that qualify as “work time” under Department of Labor regulations (“Work Hours”): (a) overtime eligible employees shall be credited with all such Work Hours for purposes of their hours worked in the payroll week; (b) overtime exempt employees who could travel on their normal work day, but who choose to travel on their scheduled day off shall not receive any additional compensation; (c) for overtime exempt employees who are required to travel on their scheduled day off, any such Work Hours shall be treated as assignments away from home under Article II(G) and may qualify for Comp Time and/or Premium Pay.

**Article III – Job Classifications and Wages**

A. 1% increase to the scales/tiers effective July 1<sup>st</sup> of each year (retro).

B. Increase shift differential to \$120 per week (effective upon ratification).

C. Provide 14 days’ notice of a permanent change in start time of more than one hour (for employees who do not regularly rotate work schedules)

D. Increase the weekly standby pay rates: (effective upon ratification):

	on ratification	Effective 7/1/17	Effective 7/1/18
O/T Eligible	\$180	\$180	\$185
O/T Exempt	\$220	\$220	\$225

**Article IV – Compensatory Increase.**

- A. Effective upon ratification – 2% (for employees active on payroll on the date of ratification); effective July 1, 2017 – 2%; effective July 1, 2018 – 2%.
- B. Upside protection. In the event the standard merit increase guidance for non-IAPE corporate staff exceeds 2% for FY2018 and/or FY2019 (increases on July 1, 2017 and July 1, 2018), the Company will agree to increase the minimum compensatory increase for IAPE-covered staff to match the non-union guidance for that fiscal year. Any adjustment based on guidance for non-union staff would not affect any other wage rate in this Agreement, such as scales, minimums, shift differentials, and stand-by pay.
- C. The compensatory increase shall apply to all employees, including temporary and non-regular part-time employees. All contrary language will be deleted.
- D. Minimum increase = \$20/wk in each year of the contract.

**Article V – Transfers.** Delete subparagraph B (Special Relocation Benefits).

**Article VI – Job Security**

- A. Volunteers for Layoff. Revise process for soliciting and accepting volunteers for layoffs (detail attached)
- B. Seniority. Revise to add language clarifying current practice: “The rule of seniority shall not apply if a position is eliminated and where the less senior employee(s) in the same job classification perform functions that are substantially different and where the more senior employee(s) lack the necessary skills and abilities to perform the remaining work at a satisfactory level of proficiency and cannot reasonably be expected to acquire the necessary skills and abilities through available training and/or on-the-job experience within a time frame that would allow the Company to both continue uninterrupted operations and also effect the planned reduction in staff by the date the job elimination is scheduled to occur.”
- C. Rehire List. Delete all references to the rehire list, including the option for laid off employees to receive severance payments in installments.
- D. Service Bridge. No service credit for laid off employees unless rehired within one month.

**Article VIII – Holidays**

- A. Employees may elect to receive the day’s pay (rather than day off) for working on any holiday after September 1.

B. Define a “day” for part-time employee paid days off as the average weekly hours divided by the scheduled number of days per week.

#### **Article IX – Vacations**

- A. Accrual. No vacation accrual for the month if separation date is on or before the first work day of the month.
- B. Sell-Back. Increase the salary threshold for eligibility to sell back a week of vacation to \$1250/wk (from \$1000).
- C. California Vacation and Personal Day Accrual Cap. Cap accrual of paid days off in California at 175% of annual allotment.

#### **Article XI – Grievance Procedure**

- A. Reduce the time for filing for arbitration from six months to three months.
- B. Add agreed-upon language regarding the arbitrator’s authority to hear and decide unfair labor practice issues as part of a contract arbitration.

**Article XII – Health Insurance and Benefits.** Update all date references and revise this Article as follows:

- A. Premium Freeze. Freeze 2016 plan terms and premium rate calculations through December 31, 2017.
- B. Cap on Future Premium Increases. Reduce cap on future premium increases to not more than 0.5% of annual salary in any year.
- C. Criteria for evaluation of future plan changes. Add “(c) costs to employees.” to the end of paragraph A(4).
- D. Notice of changes. Increase notification period from thirty to sixty (60) days.
- E. Canadian Medical Plan. The Canadian medical plan design for 2017 shall be the same as for non-union staff in Canada, except that union employees shall not be required to pay any portion of the premiums for such coverage in 2017.
- F. Physical Fitness Reimbursement. Increase reimbursement rate to 100% and increase maximum cap from \$500 to \$600 per year.

**Article XIII – Leaves of Absence.** Revise subparagraph G to increase the maximum education-related leave to 12 months.

**Article XV – Part-time and Temporary Employees.** Regular part-time employees may use any paid time off available to them in order to be paid for a sick day.

#### **Article XVII – Disability Pay and Sick Leave**

- A. Amend the schedule of STD benefits to match the 2017 corporate schedule. (See attached details)
- B. Remove 12-month rolling benefit calculation; maximum benefits will apply to each separate injury or illness resulting in a qualifying disability and remove one-year return to work requirement before re-qualifying for benefits.

- C. Add agreed-upon language that the Company’s sick leave policy is intended to comply with applicable state paid leave laws.
- D. Grant up to five paid sick days to non-regular part-time employees. Clarify that regular part-time employees can use any available paid time off in order to be paid for sick day absences.

**Article XX – Nondiscrimination.** Add “compensation” and “gender identity” to non-discrimination clause according to agreed-upon language.

**Article XXIV – Miscellaneous**

- A. Life Insurance. Add: “(as amended effective January 1, 2017)”
- B. Educational Assistance Plan. Amend to provide that the plan terms may be modified to require employees who receive Educational Assistance benefits to pay back the money if they voluntarily leave the company after the date they receive the benefit payment (or the payment is made directly to an educational institution): Within six months – 100%; Within twelve months – 75%; Within eighteen months – 50%
- C. Emergency Child Care. Delete the daily rate cap.
- D. Time Clocks. The Company may introduce a time-recording system for Employees, subject to the requirement that the Company consult with the Union for not less than sixty days before implementation of such a system.
- E. Future Incentive Program. It is the Company’s intention to implement a company-wide incentive program during the term of this agreement. In the event that the Company implements such a program, it will provide IAPE with advance notice of the details. IAPE-represented employees will participate in the program subject to the same terms and conditions that apply to non-union employees of the Company.
- F. Work Anywhere Agreement. Effective six months after the 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 FACTIVA will be updated to reference the Dow Jones Work Anywhere Policy.

**XV. Article XXVI – Duration and Renewal.** Revise subparagraph A to provide for a term from July 1, 2016 through and including June 30, 2019, provided that either party may terminate the contract in its entirety by giving written notice to the other party on or before March 15, 2017 (to terminate the contract as of July 1, 2017) or March 15, 2018 (to terminate the contract as of July 1, 2018). In the event of early termination of this Agreement by either party, the parties shall meet and negotiate toward a new agreement under the same procedures that would apply in the absence of an early termination.

Agreed to this \_\_th day of \_\_\_\_\_, 2016.

INDEPENDENT ASSOCIATION OF PUBLISHERS’ EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC	DOW JONES & COMPANY
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**Side Letter re: premium pay/comp time**

Process for Premium Pay/Comp. Time (for o/t exempt employees)

1. Employee works from a location away from home, or for more than two hours from home, on a Scheduled Day Off and therefore triggers compensation as Premium Pay and/or Comp Time.

Premium Pay

2. If Employee is entitled to Premium Pay for any portion of the hours worked, Employee submits claim for Premium Pay into online payroll system in WorkDay. The Employee should include an explanation for the Premium Pay request in the comments box within WorkDay. (The Employee may also send the Manager a note that a claim for Premium Pay has been submitted, although this is not necessary.) The Manager is required to submit (confirm) to payroll for payment, or reject the claim. If the claim is rejected, the Employee may contest the Manager’s decision through the contractual grievance process.

Comp Time

3. If Employee is entitled to Comp Time for any portion of the hours worked, the Employee informs the Manager of the number of Comp Time hours claimed and/or records the number of Comp Time hours earned on some pre-established Company document or system.

4. Manager approves or denies the Employee’s claim for Comp Time. If any portion of the claim is denied, the Employee may contest the Manager’s decision through the contractual grievance process.

5. If the Comp Time is approved, then once the Employee has accumulated 7 hours of Comp Time, the Employee must make an attempt to schedule the Comp Day by entering the time-off request in the Time Off Calendar. The Manager must approve or deny the time-off request. If the request is approved, then the Employee takes the time off with pay. If an employee has not accumulated 7 hours of Comp Time within three months of the first hour earned then employee may cash out the Comp Time.

6. If a request to use available Comp Time is not approved, the Employee may attempt to reschedule the Comp Day, or after 60 days from the original request date, the Employee may cash out the Comp Time.

7. To cash out unused Comp Time, the Employee must (a) delete the Comp Time from the Comp Time tracking document/system; (b) send the Manager a note informing the Manager that the Employee is cashing out x Comp Time hours and converting to Premium Pay; then (c) submit via the online payroll system a request for Premium Pay for the number of hours originally worked (to be paid at 1.5x).

8. The Manager must approve or deny the submission for payment of Premium Pay. If the claim is denied, the Employee may contest the Manager’s decision through the contractual grievance process.

Agreed to this \_\_th day of \_\_\_\_\_, 2016.

INDEPENDENT ASSOCIATION OF PUBLISHERS’ EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC	DOW JONES & COMPANY
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Side Letter re: Health Insurance Plans (Glide Path)

The Company has provided the below “Glide Path” of anticipated plan terms for calendar years 2018 and 2019. The parties have agreed that these plan terms and premium increases are acceptable to the union and do not represent a substantial reduction in benefits under Article XII(A)(4) of the collective bargaining agreement. Any changes to the terms of the medical plans beyond those in the Glide Path are subject to challenge under the terms of the Agreement.

		2018	2019	2018	2019	2018	2019
		POS with HRA	POS with HRA	CDHP with HSA	CDHP with HSA	CDHP with HSA	CDHP with HSA
<b>Employer funding amount</b>		n/a	n/a	\$300 / \$600	\$300 / \$600	n/a	n/a
<b>In-network plan design</b>	Deductible	\$600 / \$1,200	\$600 / \$1,200	\$1,500 / \$3,000*	\$1,500 / \$3,000*	\$3,000 / \$6,000	\$3,000 / \$6,000
	PCP visit	\$35 copay	\$35 copay	20% after deductible	20% after deductible	30% after deductible	30% after deductible
	Specialist visit	\$50 copay	\$50 copay				
	Emergency room	10% after \$300 copay	20% after \$300 copay				
	Coinsurance	10%	20%	20%	20%	30%	30%
	OOP maximum	\$3,000 / \$6,000	\$4,000 / \$8,000	\$3,500 / \$7,000	\$4,000 / \$8,000	\$6,000 / \$12,000	\$6,000 / \$12,000
	OOP maximum type	Embedded	Embedded	Aggregate	Aggregate	Embedded	Embedded
<b>Out-of-network plan design</b>	Deductible	\$1,200 / \$2,400	\$1,200 / \$2,400	\$3,000 / \$6,000	\$3,000 / \$6,000	n/a	n/a
	Coinsurance	30%	40%	50%	50%		
	OOP maximum	\$6,000 / \$12,000	\$7,000 / \$14,000	\$5,000 / \$10,000	\$7,000 / \$14,000		
	Reimbursement Method	80 <sup>th</sup> % of R&C	80 <sup>th</sup> % of R&C	80 <sup>th</sup> % of R&C	80 <sup>th</sup> % of R&C		
<b>Pharmacy plan design</b>	Retail Rx: Generic	\$10 copay	\$10 copay	Preventive Rx at no cost	Preventive Rx at no cost	Preventive Rx at no cost	Preventive Rx at no cost
	Retail Rx: Brand	30% coinsurance (\$30 min, \$75 max)	30% coinsurance (\$30 min, \$75 max)	20% after deductible	20% after deductible	30% after deductible	30% after deductible
	Retail Rx: Non-formulary	50% coinsurance	50% coinsurance				

		(\$50 min, \$100 max)	(\$50 min, \$100 max)				
	Mail Rx	2 times retail	2 times retail				
	Rx OOP maximum	\$3,000 / \$6,000	\$3,000 / \$6,000	Combined with medical	Combined with medical	Combined with medical	Combined with medical

Premiums

2018 POS			2019 POS		
% of Salary	Minimum	Maximum	% of Salary	Minimum	Maximum
2.25%	\$65	\$315	2.25%	\$65	\$360
4.35%	\$145	\$685	4.35%	\$145	\$780
3.75%	\$125	\$550	3.75%	\$125	\$635
5.70%	\$185	\$905	5.70%	\$185	\$1,040
2018 CDHP			2019 CDHP		
% of Salary	Minimum	Maximum	% of Salary	Minimum	Maximum
1.50%	\$40	\$195	1.50%	\$40	\$225
3.00%	\$85	\$440	3.00%	\$85	\$506
2.35%	\$70	\$330	2.35%	\$70	\$380
4.45%	\$120	\$600	4.45%	\$120	\$690
2018 Low Cost CDHP			2019 Low Cost CDHP		
% of Salary	Minimum	Maximum	% of Salary	Minimum	Maximum
1.00%	\$25	\$155	1.00%	\$25	\$180
2.00%	\$50	\$305	2.00%	\$50	\$350
1.60%	\$40	\$225	1.60%	\$40	\$260
3.00%	\$75	\$430	3.00%	\$75	\$495

Agreed to this \_\_\_th day of \_\_\_\_\_, 2016.

INDEPENDENT ASSOCIATION OF PUBLISHERS' EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC	DOW JONES & COMPANY
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## **Side Letter re: Excluded Jobs**

In addition to the specific exclusions from the bargaining unit noted in the collective bargaining agreement (e.g., Legal Department, Executive Department, printing trades jobs, etc.), the parties recognize that certain other positions are excluded from the bargaining unit because: (1) the employees are not eligible to be included in the unit under the standards of the National Labor Relations Act; or (2) the parties have mutually agreed that certain positions should be excluded from the unit. Any employees occupying such jobs will be excluded from the unit as described below, subject to the union's right to challenge, on an individual basis, whether an employee occupying an excluded title is actually performing the job functions that make the position excluded. Any such challenge shall be raised in the Classification Committee and, if not resolved there, may be raised as a grievance. For those job classifications that have been historically excluded from the unit, and listed below, employees occupying those jobs will remain excluded provided that the substantial functions of the job remain unchanged. For any newly created jobs that do not fall within any of the categories listed below, the Company shall determine in the first instance whether the job should be excluded from the unit and shall provide the union with an exclusion memo explaining the reasons for the exclusion.

I. General Exclusions. Employees whose job duties qualify them as statutory "supervisors" as defined in Section 2 of the National Labor Relations Act are excluded from the bargaining unit. Other employees whose duties may not technically qualify them as statutory supervisors, but who nevertheless exercise sufficient supervisory or management duties from time to time, and/or who have quasi-supervisory functions as group leaders or otherwise, shall be excluded from the unit by mutual agreement. The parties agree that employees in the following types of jobs are excluded, based on the general descriptions included below.

A. Executive Positions. Jobs with titles such as Director, Vice-President, "Head" of a unit, and Bureau Chief are excluded.

B. Supervisors and Managers. Jobs with titles that include "supervisor," "manager," "superintendent," and "Chief" or similar titles are excluded if the job duties meet the National Labor Relations Act's test for exclusion of supervisory, managerial or confidential Employees.

C. Assistant managers, associate managers, deputies, and similar jobs. Employees with titles that may include assistant manager, deputy, associate manager, assistant director, and similar titles are excluded where the employees serve in a secondary supervisory role – where they act as the supervisor in the supervisor's absence or where they handle supervisory or quasi-supervisory functions within the group that may include scheduling, work assignments, direction of work, direction of groups of employees, management and direction of non-employee contractors or vendors, managing time-off requests, participating in salary reviews and performance reviews, participating in disciplinary investigations, interviewing prospective hires or applicants for promotion, and similar types of work. Although such employees do not have other employees reporting directly to them, their occasional supervisory or quasi-supervisory duties make them excluded from the unit.

D. Team leaders, project managers, and similar jobs. Employees with titles such as Project Manager, Team Leader, Lead, and similar titles are excluded from the bargaining unit where

their duties include the coordination, direction, or monitoring of groups of other employees (teams) and where the leader is acting partly in a quasi-supervisory capacity or where the leader reports back to higher-level managers concerning the progress of the project and/or the performance of the employees under his/her leadership. The leader exercises discretion over the team/group that is akin to authority normally exercised by a supervisor, and has input into management's evaluation of the work performance of the members of the team/group. Leaders may or may not perform duties similar to an assistant manager, but any such duties would further support the leader's exclusion from the unit.

E. Trainers. Employees with titles such as "Trainer" or who otherwise function in a role where they are responsible for training bargaining unit members for their jobs, and who in the process would normally be evaluating the progress of such unit employees in their training and reporting to management about the success or failure of employees in their training are excluded from the unit.

F. Executive Assistants. Employees in titles such as Administrative Assistant, Executive assistant, Executive Secretary, or similar titles are excluded from the bargaining unit if their role is to be the direct confidential assistant to an executive-level manager (Director-level or Department Head or higher) or the administrative assistant for a work group, and their work includes the handling of confidential communications and information that affect bargaining unit members, such as financial projections, discussions about reductions in force, compensation decisions, strategic planning, disciplinary actions, performance reviews, and the like.

II. News Department Exclusions. In addition to the above general exclusions, certain positions in the News Department that might not otherwise qualify for a general exclusion shall be excluded from the unit as follows:

A. News Editor. A News Editor is excluded from the bargaining unit because the job includes the direction, coordination, assignment, approval or rejection of copy, and the evaluation of the work of bargaining unit employees, which may include reporters, graphics/visuals employees, news assistants, pre-production staff, and others. News Editors may have direct reports, in which case they qualify as supervisors and are excluded under the general exclusion for managers and supervisors. However, even in the absence of direct reports, a News Editor, in the course of the editing of news stories, will be criticizing, evaluating, and providing feedback to bargaining unit writers and may participate in management-level discussions about the performance of such unit employees. News Editors may also participate in discussions concerning disciplinary matters, may provide input into performance evaluations for unit employees, and may be charged with the monitoring of employees who are subject to performance improvement plans. News Editors may also direct the work of employees in other departments related to the production of a new story, such as photographers, graphic artists, and pre-publication support staff. News Editors may also perform management tasks such as scheduling and assigning work, granting time-off requests, approving expense requests and requests for comp time or premium pay, interviewing candidates for hiring or promotion, and similar functions. Even if a News Editor does not have direct-line reports, the position is excluded to the extent that a News Editor exercises management-level functions and has discretion over matters of significance within the News Department.

B. Assistant News Editor. An Assistant News Editor is excluded from the bargaining unit if the position includes duties similar to that of an assistant manager described above under general exclusions. In addition, the position is excluded if the Assistant News Editor regularly performs any of the management-level functions of a News Editor described above.

C. Photo Editor. Even in the absence of direct reports, a Photo Editor is excluded from the unit because the Photo Editor is responsible for significant decisions regarding the content of the Company's publications and has significant authority to direct and evaluate the work of others. Photo Editors may participate in editorial-level decisions concerning whether certain stories should be accompanied by visual supplements, and may exercise management-level authority regarding assigning work to staff or freelance photographers, approving or rejecting work product submitted to the Company, scheduling and supervising photo shoots, directing and evaluating employees or freelancers who are charged with the editing and preparation of visuals, and establishing direction and procedures for the area under the Photo Editor's control.

D. Columnist/Editorial Writer. A Columnist or Editorial Writer is excluded from the bargaining unit because the subject matter of the employees' writing is primarily opinion and policy issues and where the job requires interaction with senior level News managers who establish the policy and positions about which the writer will be writing. All employees writing editorials for the Editorial page of The Wall Street Journal are excluded from the unit.

F. Management Bonus Plan Participants. Notwithstanding any other potential exclusion, those employees who are current participants in the management bonus plan (AIP) shall be excluded and shall remain excluded as long as they participate in the bonus plan.

III. Specific Exclusions. The following jobs have been historically excluded from the bargaining unit by agreement. Even if the duties of these jobs do not otherwise fall within any of the above general exclusions, employees in these job classifications will continue to be excluded from the unit provided that the substantial functions of the jobs remain unchanged:

Administrative Assistant  
Anchor/Editor  
Art Director  
Contracts Administrator  
Design Director  
Executive Assistant  
Film Editor  
Internal Consultant, Senior  
Office Manager  
Principal Architect

News Titles:

Assistant Editor  
Assistant News Editor  
Associate Editor

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Columnist  
Deputy Editor  
Deputy Graphics Chief  
Deputy Managing Editor  
Deputy National Editor  
Editorial Features Editor  
Editorial Interactive Editor  
Senior Editor  
Writer-Editorial page

Dated: November \_\_, 2016.

INDEPENDENT ASSOCIATION OF PUBLISHERS' EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC	DOW JONES & COMPANY
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## **Short-Term and Long-Term Disability Amendments for 2017:**

- Remove rolling month calendar provision
- Remove year-end vacation cash out
- Eligible for LTD first of the month following date of hire
- Limits mental health disorder or disease to 24 months

Schedule of Short-Term Disability Benefits:

Years of Service	100%	60%
0-5	8 weeks	18 weeks
6-10	16 weeks	10 weeks
11+	26 weeks	0 weeks

## **Revised Language re: Volunteers for layoffs**

In the event the Company decides to reduce the force, Employees in the affected job classification(s) in the affected department(s) at the affected location(s) who are not noticed for layoff (hereinafter "Eligible Employees"), shall have the opportunity to resign. Employees who resign under 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.

1. When the Company gives notice to the Union of any layoffs, the Company shall notify the Union whether there are any Eligible Employees who have the opportunity to resign. This notice shall be given at least thirty (30) days before the reduction in force is to become effective. Eligible Employees shall have twenty (20) days after the notice to the Union to resign under this provision.
2. The Company shall make every reasonable effort to accept as many resignations as possible, but the Company may, in its reasonable discretion, reject the resignation of any employee. The Company may consider any such resignations as irrevocable in effectuating its reduction in force.
3. Should there not be as many resignations by Eligible Employees under this provision as there are positions to be eliminated, the Company may commence layoffs under this Article. If there are more volunteers for layoff (whose resignations have not been rejected by the Company) than are needed for the reduction in staff, the Company shall accept the resignation(s) in seniority order (most senior first).
4. In addition to Eligible Employees, as defined above, the Company shall extend the voluntary layoff opportunity to employees outside the specific job classification noticed for layoff, but in the same Department and location as the noticed classification. Notwithstanding the provisions of this subparagraph 4, the Company may, in its reasonable discretion, reject the application to resign of any employee under this subparagraph 4.