

DOW JONES & COMPANY  
and  
IAPE TNG/CWA LOCAL 1096

November 9, 2016

Tentative Agreements  
(subject to ratification)

1A(1)<sup>1</sup> – Compensatory Increase

Year 1 (retroactive to July 1, 2016 for all employees active on payroll on the date of ratification as to wages and scales. No retro on shift differential or standby pay.) – 2% compensatory increase.

Year 2 (Effective July 1, 2017) – 2% compensatory increase (subject to #7, below)

Year 3 (Effective July 1, 2018) – 2% compensatory increase (subject to #7 below)

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.

[Example: the standard merit increase guidance for non-union corporate staff for FY2017 was 2% for increases effective July 1, 2016. If the standard merit increase guidance for non-union corporate staff were the same 2% for increases due effective July 1, 2017, there would be no adjustment. If the merit increase guidance for non-union corporate staff for increases effective July 1, 2017 were 2.25%, then the minimum IAPE contract increase would be adjusted to 2.25% for that 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.

1A(2) Minimum Increase. \$20/wk in each year.

1A(3) & 6O– Increases for Temp and non-regular Part-Time employees. The compensatory increase shall apply to all employees, including temporary and non-regular part-time employees, subject to the hire date requirements otherwise applicable to full-time employees.

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<sup>1</sup> Reference numbers are to numbers assigned to proposals during bargaining and do not refer to the articles and sections of the collective bargaining agreement. Numbers are missing from the sequence because some proposals were withdrawn during bargaining.

1B(3) Premium Pay & Comp. Time. Add to contract (or incorporate via side letter) the following concepts. The parties will continue to meet and confer regarding process and procedures:

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.

1C – Pay Equity/non-discrimination. Amend Article XX to read as follows: The Union and the Company agree to continue their policy of nondiscrimination as follows: the union shall not discriminate against ~~Employees and~~ applicants for ~~employment or~~ Union membership, and the Company shall not discriminate against Employees, including regarding compensation, for reasons of race, color, sex, sexual orientation, gender identity, creed, national origin, age, disability, handicap, veteran's status, union activity, or refusal to join in such activity. [remainder of paragraph unchanged]

1E – Travel Time. New contract clause – Article II(H). **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.

1F(1) – Shift Diff. Increase to \$120. Rate stays flat for duration of the 3-year contract.

1F(2) – Standby Pay.

	On ratification	7.1.17	7.1.18
o/t eligible	180	180	185
o/t exempt	220	220	225

1F(3) – Schedule Changes. For departments where employees regularly rotate work schedules (current contract), no changes. Add new paragraph: For all other Employees, any permanent modification of more than sixty minutes to the Employee’s regularly scheduled start time shall not be implemented earlier than fourteen days after notice to the affected Employee.

1-Supp 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.

2B -- Scales. 1% increase each year to the scales/tiers.

3A(1) – Health Plan.

- **United States.** 2016 plans will remain in place through December 31, 2017. Premium rates will remain the same for IAPE-represented employees. Deductibles, co-payments, out of pocket maximums, and all other terms and conditions of the current 2016 plans will remain unchanged. Unit members will have the option to change plans during the upcoming open enrollment period.
- **Canada.** 2017 plan as proposed with no premiums. 2018 plan as proposed with same premiums as for non-union employees.
- 0.5% cap on premium increases for '18 and '19
- In paragraph 4, add “employee cost” to criteria for determining whether plan changes create a substantial reduction in benefits.
- Sideletter: The Glide Path plan terms for '18 and '19 are presumed to be acceptable and do not represent a substantial reduction in benefits. Terms of Glide Path and premium chart to be attached to sideletter. Any changes beyond those in the Glide Path are subject to challenge under the terms of the CBA paragraph 4 as amended. Full changes to CBA as follows (sideletter attached).

## ARTICLE XII – HEALTH INSURANCE AND BENEFITS

A. The Company agrees to provide health insurance consistent with the details found in the Open Enrollment materials distributed by the Company annually, and in connection with the ratification of this Agreement as of July 1, 2016. The plans applicable to bargaining unit employees will be the same plans applicable to non-union corporate employees of the Company generally in the US or Canada consistent with the following:

1. **Commitment to maintain comprehensive benefits plans.** For the duration of the Agreement, the Company will continue to provide a comprehensive package of employee benefits including medical, dental, vision, prescription drug coverage, life insurance, disability and wellness benefits. The Company will provide multiple medical plan options similar in design to the current plans offered to non-union employees through Aetna as of 2016 and employee options will not be limited solely to a high deductible consumer driven health plan/health savings account.

2. **~~Current (2010) Medical plan design and premium structure for 2016 and 2017 will be maintained through 2017.~~ Current (2010) Medical plan design and premium structure for 2016 and 2017 will be maintained through 2017.** The Company will make no material change in medical plan design, and will make no change in the premium structure in place for plan year 2016 through the end of calendar year 2016. For calendar year 2017, the Company will make changes to the plan design and premium structure as set out in Exhibit A attached to this Agreement, which shall remain in place for all of calendar year 2017.

3. **Cap on future employee premium increases.** Beginning calendar year 2018 through the term of this Agreement, in the event the Company determines to increase employee premiums, the Company will not increase employee premiums as a percentage of employee's pay by more than one-half ~~of one percent (0.5%) (1/2) of the percentage of the preceding year's compensatory increase (the minimum increase applicable to unit members).~~ For example, if an employee is paying 2% of annual salary in premiums, and if the preceding year's minimum compensatory increase was 2%, the Company could not increase premiums for that employee to more than 3% of annual salary in any the following plan year for the same coverage with the same number of dependents.

4. **Company will not substantially reduce benefits.** It is understood by the Parties that, except as provided for above, the Company will have the discretion and flexibility to change and modify its benefit plan design and coverages, and that such modifications will apply to members of the bargaining unit as they apply to all non-union and management employees. The Company agrees that it will not substantially reduce the totality of the benefits package. The parties agree that the following factors shall be considered in determining whether a reduction in the totality of the benefits package is substantial: (a) the specific benefit changes; ~~and~~ (b) the reasonableness of the Company's business judgment in making the benefit change(s) in light of prevailing business and market conditions; ~~and~~ (c) costs to employees.

5. The Company will have the discretion to change and modify plans as a consequence of legislative action, subject to the notice and consultation obligations of #6 below.

6. **Obligation to notify and consult with the Union concerning future changes.** The Company further agrees that in the event of any contemplated material plan changes, it will provide the Union with ~~sixty~~ thirty (30) days advance notice wherever possible, and give the Union the opportunity to consult with the Company regarding the impact of changes on bargaining unit employees.

7. **Retiree Medical Benefits.** Unit members will be subject to the same retiree medical plan as non-union employees as of ratification of the contract.

3A(2) – Physical fitness reimbursement Agree to 100% reimbursement rate, and increase annual cap from \$500 to \$600. Not applicable to on-site health clubs.

3C & 3D – coordination of benefits & leaves. Update the following references in the contract:

- Article XXIV(H) -- Life Insurance – add: “(as amended effective January 1, 2017)”
- Article XVII -- Short-Term Disability – amend the schedule of benefits as proposed by the Company, amend subsection (F) to remove 12-month rolling benefit calculation and substitute: “shall be applicable to each separate injury or illness resulting in a qualifying disability.” Delete current paragraph (G) and re-number following paragraphs.
- Article XIV(G) Educational Leave -- update to reflect maximum leave is 12 months.

3E Sick Leave Law Compliance. It is the Company’s intention to establish a policy of granting to all non-regular part-time employees in the US and Canada up to five (5) paid sick days per year, to be used according to Company policy and according to the terms of applicable state or local regulations.

Add to [Article XVII, subparagraph J](#) ~~the contract a clause under sick leave as follows~~ the following: "The Company's Sick Leave policy, which applies to members of the bargaining unit, is intended to comply with state and local earned sick time laws, including the New York Earned Sick Time Act and the Washington D.C. Earned Sick Time Act. Where such local or state sick leave laws apply, the Company will comply with at least the minimum requirements of the laws in effect at the place where each employee works."

Add to current paragraph “D” [of Article XV](#) the following: “Regular part-time employees may use any paid time off available to them in order to be paid for a sick day.”

For all Employees, using a sick day under false pretenses is grounds for disciplinary action.

4A & 4E – Procedures and criteria for layoffs: Add the following clarifying language to Article VI(F):

Article VI F. In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority wherever possible and practicable. 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.

(remainder of paragraph remains unchanged).

4B – Volunteer letters. Revise current contract language as follows:

D. In the event the Company decides to reduce the force, ~~it shall offer to~~ 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, t~~The Company shall notify the Union ~~and the whether there are any Eligible Employees of the number of positions in each classification, department and location to be eliminated because of the reduction in force who have the opportunity to resign.~~ This notice shall be given at least ~~thirty (30) forty five (45)~~ days before the reduction in force is to become effective. Eligible Employees shall have twenty (20) days after the notice to the Union of a reduction in force 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 shall, at a minimum, accept resignations from the smaller of (a) the number of positions to be eliminated and (b) 60% of the Eligible Employees who volunteered. The Company shall accept resignations in seniority order, with the application of the most senior Eligible Employees being accepted first (inverse of the order of layoffs, as provided in Article VI (F)).~~ The Company may consider any such resignations as irrevocable in effectuating its reduction in force. ~~Notwithstanding the provisions of the second sentence of this Section, the Company may reject the application to resign of any Eligible Employee if it is not possible and practicable to accept it.~~

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 ~~twenty five (25) days after the last day on which Eligible Employees could apply to resign. 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 option~~ to employees outside the specific job classification noticed for layoff, but in the same ~~Job Family and in the same~~ Department and location as the noticed classification. ~~pursuant to the terms of the Side Letter dated January 25, 2005 attached to this contract. The determination of any additional Job Families shall be made by the Classification Committee. The Company shall accept resignations from Employees under this subsection 4 if there are insufficient volunteers from within the noticed job classification.~~ Notwithstanding the provisions of this subsection 4, the Company may, in its reasonable discretion, reject the application to resign of any employee under this subsection 4.

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[Text with revisions]

D. 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 subsection 4, the Company may, in its reasonable discretion, reject the application to resign of any employee under this subsection 4.

4C Rehire List. Delete references to the Rehire List, including the option for laid off employees to receive severance payments in installments.

4D – Service Bridge. No service credit shall be granted to an Employee unless re-hired within one month of the effective date of layoff.

5A – Time for Filing for Arbitration. Reduce the time for filing for arbitration from six months to three months.

5C Arbitrator's Authority. The following will be added as the final paragraph in the arbitration section of the contract – Article XI(D):

5. 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.

6A 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 FACTIVEA will be updated to reference the Dow Jones Work Anywhere Policy.

6B Relocation benefits. Eliminate special relocation benefits specified in V(B) for transfers between Princeton and New York.

6D 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.

6E Educational Assistance payback obligation. Modify the reference in Article XXIV(H)(4) to the Dow Jones Educational Assistance Plan 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%

6I(1) – Vacation Accrual. Amend Article IX(D) to add the following: “Employees whose employment terminates on or before the first working day a month do not accrue unused vacation pay for that month.”

6I(3) – Vacation sell-back. Amend Article IX paragraph E to make the salary threshold for eligibility to sell back a week of vacation at \$1250.

6K Definition of a “day” for part-time employee paid days off calculations. Define calculation as the average weekly hours divided by the scheduled number of days per week.

6L California vacation accrual cap. Impose a cap on the accrual of vacation and personal days for employees in California (only affects employees in California), with the maximum accrual set at 175% of the employee’s single-year annual allotment.

6N Holiday Pay. Amend contract to provide that when an employee works on the day of a Holiday on or after September 1, the employee may choose to receive pay for one straight-time shift in lieu of another day off. Management retains discretion to grant pay or a day off for holidays worked earlier in the year, and management approval is needed to receive an additional day off after September 1. Amended text as follows:

2. 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, except that the Employee may elect to receive the day’s pay for working on any holiday after September 1 in any calendar year. 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.

6Q – Emergency Child Care –Company has agreed to delete the daily rate cap, but declines to increase the annual maximum.

6R Gender Identity Discrimination protection. Add “gender identity” to the list of protected characteristics in the anti-discrimination clause.



7. Duration and Renewal. The contract term shall run 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.

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