

DOW JONES & COMPANY

PROPOSAL #8
for a new collective bargaining agreement with

IAPE/CWA LOCAL 1096

August 23, 2016

Unresolved Issues

1A(1) -- Compensatory Increase. 2%/2%/2%

1A(2) -- Minimum Increase. Compensatory increase applied to \$1000/wk salary. (same formula as union proposal)

1A(5) & 1C -- Pay Equity. Suggest mutual withdrawal of proposals. Company acknowledges that discriminatory pay is subject to the current non-discrimination provisions of the contract.

1B(1) & (2) -- Overtime. Suggest mutual withdrawal of proposals. Company cannot accept payment of overtime or comp time to overtime exempt employees for all the reasons discussed at the table. Willing to withdraw Company proposal and maintain status quo of the contract subject to union's agreement to withdraw its proposal to apply overtime to FLSA exempt employees.

1D -- COLA. Same as Co. Prop. #7 (increase trigger to 0.5%; otherwise maintain current COLA provision in the contract)

1E -- Comp. time for Travel. Unchanged. Company will acknowledge that travel required to occur on a scheduled day off should be compensated via Comp. Time, but rejects payment of premium pay for time spent traveling. Under current contract terms, Comp. Time not used within 90 days must be paid out in cash.

1F(1) -- Shift Diff.

Current contract is \$100/wk. If increased by 2% each of the last 5 years, rate would be \$110.41. Company proposal to increase to \$120 is a 20% increase from current and more than compensates for increases since last contractual hike. Rate should stay flat for duration of the 3-year contract as has been the tradition in past contracts.

1F(2) -- Standby Pay.

For overtime eligible employees (who also receive overtime pay for time spent working) the current \$160 would be \$176.65 if increased by 2% each year since last contract. Company's proposal of \$180 is slightly higher.

For overtime exempt employees, current \$200 would be \$220.82 if increased by 2% each year since last contract.

Company would prefer fixed numbers for life of the agreement -- but:

Company **Counter:**

	2016	2017	2018
o/t eligible	180	180	185
o/t exempt	220	220	225

2B -- Wage Tiers. Same as Co. Prop. #7. (1% increase per year) Particularly in light of the union's arguments for moving some titles up to higher tiers to reflect recent hiring and comp patterns, minimums of tiers should not be increasing by the same amount as the compensatory.

3A(1) -- Health Plan.

- T/A on 2017 -- union has agreed in principle to 2017 plan terms and premiums.
- T/A on proposal for a 0.5% cap on premium increases for '18 and '19
- T/A to add "employee cost" to criteria for determining whether plan changes create substantial reduction in benefits.
- T/A that the Glide Path plan terms for '18 and '19 are presumed to be acceptable and do not represent a substantial reduction in benefits -- to be included in a sideletter.

3B -- Canadian health plan premiums (union proposal) -- Same -- Canadian employees should contribute toward the cost of supplemental health coverage on same basis as Harper Collins employees who have the same plan. Rates are much lower than those paid by US employees. (union proposal is zero premiums)

3A(2) -- Physical fitness reimbursement (union proposal) -- Same -- Agree to 100% reimbursement rate, but reject increase in annual cap -- maintain at \$500. Not applicable to on-site health clubs. (Union's last proposal was increase to \$600)

6G -- Contract clean-up. To clarify, the Company agrees to maintain current language concerning the incentive committee.

61(3) -- Vacation sell-back. **AGREE to set** max at \$1250/wk. (now T/A)

61(4) -- Vacation carryover (union proposal) -- rejected. (union proposal is one week of discretionary carry-over.) Vacation time should be scheduled and used every year. The increase in paid time off in prior agreement was predicated upon no carryover. Exceptional circumstances are currently subject to agreement between the manager and employee, but the Company cannot agree to a blanket permission for employees to decide to carry over vacation time into the next year.

6N -- Holiday Pay. **FOR DISCUSSION:** 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.

6P -- Incentive Plans. Company continues to decline to amend the current contract regarding incentive plans. Maintain current contract.

6Q -- Emergency Child Care (union proposal) -- Same. Company has agreed to delete the daily rate cap, but declines to increase the annual maximum. (union proposal to raise the annual cap from \$600 to \$800)

7 -- Duration of agreement -- This agreement shall be for three years from July 1, 2016 through June 30, 2019. The terms of the new contract will not be retroactive except as specifically provided otherwise in a Memorandum of Agreement. (retroactive application to be determined)