

IAPE TNG/CWA LOCAL 1096

PROPOSAL #5 - SELECTED ISSUES

July 28, 2016

4A Procedures for Reductions in Force.

The Union rejects the Company's July 14, 2016 proposal and reiterates its own to modify Article VI, Section F as follows:

In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority wherever possible and practicable. 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 and among employees who have substantially similar job functions 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.

*Strike Section K (department definition) if proposal for Section F is accepted.*

4B Volunteers.

The offers the following counter to the Company's July 14, 2016 proposal:

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 **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.~~

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)~~ **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 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 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.

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.

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.

6I. Unused Vacation Time.

The Union offers the following counters to the Company's July 14, 2016 proposals:

*Modify Article IX, Sections E and H as follows:*

E. An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1000~~ \$1500 per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

H. One week of ~~V~~vacation time may ~~not~~ be carried forward into a new calendar year.

6L California paid time off accrual. The Union accepts the Company's July 14, 2016 counter proposal.

6O Application of contract terms to non-regular part-time employees. The Union accepts the Company's July 14, 2016 counter proposal.

1B(1) & 1B(2) Overtime. The Union cannot accept the Company's proposal to compensate hours 35-40 in a work week as straight time wages. Please see the attached document.

1E Comp. time for Travel. For discussion.