IAPE TNG/CWA LOCAL 1096

PROPOSAL #2

Additional Issues

July 5, 2023

(The Union reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Union'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 items represent the "Additional Proposals" referenced in IAPE proposal No. 1, June 13, 2023.

Article XIX - Safety Matters

Add the following new sections:

- 1) If the Company fails to meet the following air quality safety requirements at Dow Jones commercial office spaces, employees will be permitted to work from home for health and safety reasons until air quality and safety issues have been corrected.
 - Nine or more air changes per hour (ACH)
 - MERV 13 or higher air filters
 - Maintain HVAC "on" whenever workers are present
 - Regularly scheduled system maintenance (at least quarterly) and provision of maintenance reports to the Union
 - Carbon dioxide levels of less than 1000 parts per million
 - Intranet dashboard of live indoor air quality readings (including carbon dioxide, humidity, fine particulate matter)
- 2) The Company shall demonstrate it has met all air quality safety requirements in Section 1 via monthly reports to the Union.
- 3) When outdoor air quality as reported by www.airnow.gov exceeds the moderate level (51-100) in an employee's work location, the employee shall be permitted to work from home provided they first notify their manager at least one hour prior to the start of their assigned shift.

Article XX - Nondiscrimination

- 1) Add the following new sections:
- The Company shall actively recruit members of underrepresented groups, including but not limited to disabled individuals, members of the LGBTQ+ community, indigenous peoples, non-binary individuals, racialized individuals, veterans and women. In order to effectuate this section, the Company agrees that at least 50% of interviewees or each bargaining unit vacancy and each supervisory or managerial vacancy whose job involves the supervision or management of bargaining unit Employees must be individuals of underrepresented groups. The Company shall provide to the Union a quarterly record of demographic breakdowns for interviewees.
- The Company's minimum qualifications shall not exceed those required to perform the job. Reasonable accommodations shall be made in compliance with Title I of the Americans with Disabilities Act (ADA) and all applicable federal, state, or local laws for any and all pre-employment testing, exercises, and/or training used to determine a potential employee's eligibility.
- The Company shall conduct an annual diversity audit, measuring gender and race against the geographic area of each Location. A written copy of the diversity audit shall be shared with the Union. If a racial or gender group is underrepresented in any job classification, the Company shall include candidates from those groups in the interview pool when openings occur. This process shall also apply to hiring outside the bargaining unit. The diversity audit shall be published and publicized by the Company.
- Anti-Harassment: The Union and the Company are committed to creating a workplace free from harassment on the basis of any characteristic protected by Article XX, including but not limited to the use of epithets, slurs, negative stereotyping, threats, intimidation, bullying, and unwelcome sexual and/or romantic advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.
- Safety Transfer: When Employees feel it is no longer safe for them and/or their household to remain in their current office location as the result of implied or direct threats against them for their disability, gender identity, gender expression, race, religion and/or marital status, or for instances of domestic abuse, the Company shall agree to transfer the Employee to a new location at the Employee's request.
 - Relocation under this Section will be at the expense of the Employee.
 - The Company shall notify the Union as soon as they are notified of the Employee's intentions.

- The Employee must provide an updated address prior to relocating except in exigent circumstances.
- The Company, Employee and Union will work together to determine the best Location for the Employee to Safety Transfer to within a reasonable distance of their new address. Flexibility will also be shown to allow for fully remote status during the Employee's relocation.
- The Employee will not be permitted to Safety Transfer outside of the United States and/or Canada except in exigent circumstances.
- Relocation outside of the United States and/or Canada will terminate Union representation and coverage under the Agreement.
- Relocation outside of the United States and/or Canada does not guarantee job placement.
- The Employee will retain their manager and seniority protections.
- The Company will allow the employee to utilize up to three days of available paid time off and/or Comp Time to travel to their new destination. This time frame can be extended at the Company's discretion.
- **Gender neutral bathrooms:** The Company shall provide at least one gender neutral bathroom facility per occupied floor at each of its Locations.
- Immigrant Protection:
 - A. **Union Notification.** In the event an issue or inquiry arises involving the immigration status or employment eligibility of an employee, the Company, unless prohibited by law, shall notify the employee and the Union within one business day. The affected employee shall be given a reasonable opportunity, including necessary unscheduled leave, to remedy the identified problem.
 - B. Social Security No-Match. The Company will notify the Union upon receipt of any Social Security No-Match notice and will provide a copy of the notice to all employees listed on the notice and to the Union. A no-match letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. Unless required by law, the Company will not require that employees listed on the notice bring in a copy of their Social Security card for the Company's review, complete a new I-9 form, or provide a new or additional proof of work authorization of immigration status.
 - C. **ICE Non-Cooperation.** Unless required by law, the Company will not allow Immigration and Customs Enforcement (ICE) to enter any facility where employees of the Company work.

Classification Proposals

- 1) The union proposes adoption of 'E' and 'F' scale steps for all classified positions.
- 2) The union proposes the following Tier adjustments:
 - Reassign from Tier 2 to Tier 3
 - News Assistant I
 - Specialist, GREF, Maintenance
 - Staff Assistant I
 - Reassign from Tier 3 to Tier 4
 - News Assistant II
 - Interactive News Assistant
 - Sales Coordinator
 - Reassign from Tier 4 to Tier 5
 - Events Coordinator
 - Marketing Coordinator
 - Product Training Specialist
 - Regional Sales Coordinator
 - Reporting Assistant
 - Reassign from Tier 5 to Tier 6
 - Client Associate
 - Customer Intelligence Associate
 - Marketing Associate
 - Sales Associate
 - Reassign from Tier 6 to Tier 7
 - Account Executive
 - Account Manager Direct Sales
 - Account Manager Membership
 - Ad Service Coordinator
 - Associate Graphics Reporter
 - Associate Client Partner
 - Digital Operations Specialist
 - Graphic Illustrator
 - Media Sales Planner
 - New Business Sales Executive
 - Research Specialist
 - Yield Analyst

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- Reassign from Tier 7 to Tier 8
 - Account Manager, Media Sales
 - Client Partner
 - Graphic Designer
 - Graphics Reporter
 - Interactive Designer
 - Media Sales Planner, Senior
 - Translation Editor
 - Translator
 - Video Journalist
- Reassign from Tier 8 to Tier 9
 - Copy Editor
 - Newsletter Editor
 - Rewrite Editor
 - Senior Video Journalist
 - Senior User Experience Architect
 - Video Producer
 - Web Developer
- Reassign from Tier 9 to Tier 10
 - Page Designer