

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

September 26, 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.)*

*Unless specifically noted in the following proposals, all calendar dates within the 2022-23 Agreement shall be adjusted to reflect the term of the new Agreement.*

*Paragraph/section numbering follows the numbering of original IAPE proposals presented June 13, 2023.*

**Article I - Scope of Agreement**

- 2) Excluded Personnel – Delete exclusions for Assistant News Editor, Graphics Editor, Photo Editor, Film Editor, Assistant Editor and Associate Editor. **Proposal under discussion in classification subcommittee.**
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- 3) Revise Article I Section B.4. – **Proposal withdrawn.**
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**Article II - Hours and Overtime**

- 2) Compensatory Time Off - add new section:

Extraordinary Hours Worked. When an overtime exempt Employee is assigned by their supervisor to perform work in excess of seven (7) hours on a regular work week day and such work requires more than three (3) additional hours, the Employee will be granted Comp Time for time worked in excess of five hours. **Same Proposal**

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### Article III - Job Classifications and Wages

- 5) Effective July 1, 2023, July 1, 2024 and July 1, 2025, all scales shall be increased by a percentage equal to the negotiated compensatory increase. **Same Proposal.**
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### Article IV - Compensatory Increase

- 1) Employees for whom the compensatory increase is the largest applicable wage increase under the Agreement shall receive increases in the following amounts:
- July 1, 2023 12%
  - July 1, 2024 8%
  - July 1, 2025 8%

**Same Proposal**

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- 2) Add new:

If, during the term of this contract, the exchange rate between the Canadian Dollar and the US Dollar exceeds 1.25 (1.25 Canadian dollars = \$1.00 US) for a period of more than 180 days, the following compensatory increase for Employees in Canada shall increase by 0.5%. **Same Proposal.**

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- 3) **Minimum Increase.** The minimum increase for each contract year shall be adjusted to reflect a weekly increase equal to the compensatory increase applied to a weekly gross wage equal to the median salary for all IAPE-represented employees. **Same Proposal.**
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- 4) **Cost of Living Adjustment (COLA).** Delete references to maximum adjustments. **Same Proposal.**
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- 5) Adjust computation of the cost of living as follows:

**Computation of the cost-of-living.** The cost-of-living shall be computed based on a comparison of the annual average of the Consumer Price Index for all urban consumers (CPI-U) as reported by the U.S. Department of Labor – Average Price Data for All Urban Consumers (current series), U.S. all items, 1982-84=100 (CUUR0000SA0) where the 2005 average index is 195. To calculate the cost of living, take the annual average CPI index for the ~~calendar year~~ **twelve-month period**

ending immediately on the last day of April prior to the scheduled wage increase (~~e.g., the 2011 annual index for the wage increase due on July 1, 2012~~), divide by the annual index for the same period during the prior year, and subtract 1. Convert this number to a percentage and compare to the compensatory percentage increase due the following July 1st. **Same Proposal.**

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## Article VI - Job Security

- 5) Modify Section F as follows, and delete corresponding definition of "Location" in Section L. **Proposal withdrawn.**
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- 6) Revise Section K. "Department" as follows:

"Department" for purposes of this Article means the area of the Company in which the Employee in question works and which is supervised by a Department Head who reports to a Manager at a level equivalent to a Vice President or a Deputy to a Vice President. A list of such departments and Department Heads will be provided to the Union annually at its request, as well as in advance of any layoffs. The department list provided to the Union most immediately prior to the notice of reduction in force shall govern all layoffs. The Company shall not install multiple Department Heads where:

- A) in News, Employees are responsible for coverage within the same industry or geographic region. Or
- B) Outside of News, Employees perform work functions that are substantially the same.

*In return for acceptance of this addition to "Department" language, the union will accept the company's proposal to expand seniority windows to three years for new hires and longer-term employees, and will modify its proposal for additional severance paid to employees selected for layoff when they do not have the most-recent hire date within their seniority group (Article VII - Seniority Premium)*

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- 7) **IAPE Counter Proposal, July 25, 2023:** Any Employee laid off within twelve (12) months of receiving a change in classification shall have the option of returning to their former position, so long as the vacancy still exists. If the job change requires a relocation, the move would be at the employee's expense. **Proposal withdrawn.**
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## Article VII - Severance Pay

- 2) Add the following new sections:

**Retirement severance.** Employees who have attained twenty (20) years of continuous service may retire and receive a lump-sum payment equivalent to ~~75%~~ **50%** of their severance pay entitlements as calculated in Section A.1.

**Seniority premium.** When an Employee is dismissed as a result of any of the causes described in Section A., and when the Employee is not the most-recently hired Employee in their classification within their department, the Company shall pay to the Employee an additional ~~four (4) weeks'~~ **two (2) weeks'** worth of severance pay.

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## Article VIII - Holidays

- 1) Revise VIII-A list of holidays to include Indigenous Peoples Day and the day after Thanksgiving. **Same Proposal.**

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## Article IX - Vacations

- 1) Add a sixth week of vacation time for Employees who attain 10 years of continuous service. **Same Proposal.**

- 2) Modify Section E as follows:

An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1,250~~ **\$1,750** per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee. **Same Proposal.**

- 3) Delete Section G and Modify Section I as follows:

**California-Vacation and Personal Day Accrual Cap.** Employees ~~in California~~ shall be subject to an annual cap on accrual of vacation and personal days set at ~~175%~~ **200%** of the Employee's single-year annual allotment as set forth in this Article and Article VIII. Employees at the cap shall not accrue additional vacation or personal days until their total accrual falls below the cap. **Same Proposal.**

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## Article XII - Health Insurance and Benefits

### **NEW**

Premiums: For calendar year 2024, the Company may increase all plan premiums by up to 0.25% of Employee salary. For future benefits plan years, the Company may increase plan premiums by an amount equal to the average CPI for the 12 month period ending June 30 of each year. For example: if CPI for the 12-month period ending June 30, 2024 = 5%, the Company may increase the premium for POS Employee + Spouse coverage from 4.6% to 4.83%.

Plan Design: The Company shall maintain plan design for all health care plans, except where changes are required as a result of IRS rule changes. In the event of such changes, the Company shall promptly notify the Union and provide a description and effective date of those changes.

Future Plan Improvements: Improvements to health insurance coverage that may have a financial impact will be offered to/discussed with the Union. The Union will accept or reject participation in the enhanced benefit within 60 days.

Doula Coverage: The Union is willing to accept a 2025 introduction of this benefit, per the Company's explanation. ("Since Doula coverage is not 'medically necessary' within the Aetna plan, it must be provided outside the Aetna medical plan and it must be a taxable benefit. Note that this will require that employees disclose to the company the fact that they are using the Doula services.")

Out-Of-Network Mental Health Coverage: Apply in-network reimbursement percentages (subject to the Aetna R&C and other plan terms) for out-of-network providers for mental health services. We understand the issue about finding in-network providers.

Physical Fitness Reimbursement: Modify plan to allow for participation in wellness programs.

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## Article XIII - Leaves of Absence

- 1) Modify the bereavement policy (which will remain part of a list of Company benefits in which IAPE-represented employees participate subject to the Company's ability to implement future changes without further bargaining) to provide for up to 5 days of leave per death, including the day of the funeral, and to remove restrictions on the familial relationship between the employee and the deceased.

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### Article XV - Part Time and Temporary Employees

- 1) Revise Section H (or Article VI - Job Security) to provide for recognition that a temporary employee's first day of performing work for Dow Jones after conversion to Covered Temporary Employee status will not be considered probationary and all just cause protections will apply for the Employee. **Proposal Withdrawn.**
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### Article XVI - Special Committees

- 2) Add new: If the company fails to respond within ninety (90) days to any union demand for classification, the title shall be assigned to a tier with the 'A' scale nearest the current average salary for the titles in question. **Under discussion in Classification Subcommittee.**
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### Article XVIII - Retirement Plan

- 1) Modify the current Plan for IAPE-represented Employees to require fixed contributions from the Company equal to 6% of pay for all Employees. **Same Proposal.**
  - 2) Modify the current Plan for IAPE-represented Employees to require vesting of Employer contributions as soon as an Employee exceeds their probation period. **Same Proposal.**
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### 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)

**Same Proposal.**

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- 2) The Company shall demonstrate it has met all air quality safety requirements in Section 1 via quarterly reports to the Union. **Same Proposal.**
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- 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. **Same Proposal.**
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**Article XX - Nondiscrimination**

- 1) Add the following new sections:
  - 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. **Same Proposal.**
  - 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. The diversity audit shall be published and publicized by the Company. **Same Proposal.**
  - **Safety Transfer:** **Proposal Withdrawn**
  - **Gender neutral bathrooms:** Discuss whether locations identified by Company during July 13 presentation have been labeled as gender neutral.

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## Article XXII - Job Posting

1) Add the following new sections:

- Union-represented positions shall be advertised as such in all internal and external job postings and communicated during the interview process whether through the People department or a third-party contracted by the Company. **Proposal Withdrawn.**
- The Company shall include the rate of compensation (or an accurate range of compensation) in all postings. If the posting includes a range, it must include both the lowest and highest rate the Company currently pays for an IAPE-represented employee in the particular job.
- All Employees who meet or exceed the posted qualifications and skills required for a position for which they apply shall be granted an interview by the Company for the position. **Proposal Withdrawn.**

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## Article XXIV - Miscellaneous

2) Add the following new sections:

- **Book/Project Leave:** Under no circumstances shall a Dow Jones policy restrict an employee from writing a book or engaging in a project on the employee's own time or prohibit an employee from selecting literary representation of their choosing and a publisher of their choosing, whether or not the book or project is related to the Employee's work for the Company. The policy will not require an Employee to share any advance or their income from the book or project with Dow Jones. **Same Proposal.**
- **Derivative Works:** Intellectual property rights related to the use of any Employee-created editorial material in derivative work (that is, for purposes other than republication of the original work), such as the right to use or license material as the basis for a book, film, television series, or podcast, or other similar publication, shall remain vested solely with the original Employee(s) who created the work. The Employee(s) who originally created the work shall have the discretion to approve or decline a derivative-work project, and under no circumstances shall the Company have any right or claim to proceeds, license



fee, or any other income the Employee(s) derive from the derivative-work project. **Same Proposal.**

- **Artificial Intelligence:** The Company shall not displace bargaining unit Employees by using artificial intelligence models such as ChatGPT or Bard. If the Company wishes to integrate artificial intelligence technology with work performed by bargaining unit Employees, the Company shall present a proposal to the Union not less than sixty (60) days before desired introduction to evaluate the technology. The Union shall have the right to request bargaining about the desired introduction, and, unless the parties reach agreement on its introduction, the artificial intelligence technology shall not be integrated into the work performed by bargaining unit Employees. **Same Proposal.**
- **Appearance fees and panel appearances:** Employees who are requested to appear on non-Dow Jones programs including but not limited to television, radio, podcasts, webcasts, streaming video or a live event shall be entitled to negotiate a fee for each appearance. If an employee is requested to appear on a Dow Jones program, production or event, they shall be entitled to overtime pay or comp time for any hours which fall outside their regular schedule. **Same Proposal.**
- **Other “extra” work:** Employees offered an opportunity to “volunteer” for Company events such as The Future of Everything Festival will be permitted to participate during paid work time and will not be required to use vacation time or personal days. **Same Proposal.**
- **Byline changes:** The Company shall permit transgender Employees to change their bylines on articles retroactively, so that they reflect the identities they assumed publicly. The Company shall also extend this courtesy to Employees who change their names for other reasons, such as marriage or divorce. **Same Proposal.**
- **Princeton shuttle:** The Company shall maintain shuttle service between the Princeton Junction, NJ train station and its offices in the Princeton, NJ area. In the event shuttle service cannot be offered, Employees commuting to and from the Princeton Junction train station may submit taxi, Uber or Lyft expenses for reimbursement. **Same Proposal.**
- **Personal expenses incurred as a result of assignment:** When business travel is required and assigned with fewer than seven days’ notice, personal expenses incurred by the Employee as a result of the assignment shall be reimbursed by the company. Personal expenses under this Section shall include, but not be limited to, fees for canceled appointments and pet care services. **Same Proposal.**

- **Dow Jones & Company Employee Wireless Device Policy:** The Company shall reimburse Employees eligible for coverage under the Wireless Device Policy up to \$100 per month. Under the Policy, a “business need for a wireless device” shall include all Employees required to use personal devices for two-factor authorization on systems, databases, etc. outside of Dow Jones in order to perform their jobs. **Same Proposal.**
- **In-office working days:** Employees shall not be required to work in a Dow Jones office for more than three days in any calendar week through the end of 2025. Days on assignment “in the field,” reporting outside the home or office, meetings with sources or clients, product presentations and similar external meetings shall count as in-office days. The Company shall not monitor identification badge swipes as a means for tracking in-office working days. **Same Proposal.**
- **Office equipment:** The Company shall provide in-office computers for Employees required to work in a Dow Jones office space. Dedicated desk space shall be provided for Employees with specific ergonomic and/or accommodation requirements for their desk setup, desktop and/or software and hardware. Dedicated desk space shall be provided when production requirements warrant specific desktop setups, for example, when monitors require specific calibration for visual production. **Same Proposal.**
- **Source Protection:**
  - A. Whenever a request or demand, including a subpoena, for the disclosure of information, notes, documents, photograph, video, or other material, or the source thereof, is made of the Company, the Company shall immediately notify all affected employees of the request or demand. Whenever such a request or demand is made directly of an employee, the employee shall immediately notify the Company of the request or demand.
  - B. Following such notification, if the employee elects to resist or refuse the demand for information pursuant to a shield law or otherwise, the Company shall provide competent legal counsel to assist the employee in resisting or refusing the demand information.
  - C. The Company shall make employees whole for any fines, damages, loss of pay, or loss of benefits resulting from the employee’s decision to resist or refuse the demand for information **Same Proposal.**
- **Social Media:**
  - A. Employees may, but shall not be required to, use their personal social media accounts to conduct the Company’s business, including the promotion of materials published by the Company.

- B. No employee shall be requested or required to disclose a password to a personal social media site, personal email account, or other password-protected personal communications system.
  - C. No employee shall be required to disclose or show to the Employer the contents of another employee's personal social media accounts. **Same Proposal.**
- **Digital Metrics:** Employees shall have access to all of the Company's digital metrics concerning the digital performance of stories and other published content on which they worked. **Same Proposal.**
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#### **Article XXVI - Duration and Renewal**

- 1) This contract shall be in effect from July 1, 2023, to and including June 30, 2026. **Same Proposal.**
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