

IAPE TNG/CWA LOCAL 1096

PROPOSAL NO. 16

Select Issues

December 14, 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.)

All Union proposals remain unchanged except as provided below. All Union responses to Company proposals remain unchanged except as modified below.

ARTICLE VI – JOB SECURITY - Package Proposal

Accept

Structure of Seniority Groups (as modified) Increase new-hire seniority equivalency from 2 years to 3 years. Increase seniority equivalency group for employees with more than 3 years of service to 2-year bands. Pay an additional 2 weeks of severance pay to any employee selected for layoff who has more than 3 years or longer service than a retained employee in the same seniority group.

Accept

K. "Department" for purposes of this Article means the area of the Company in which the Employee in question works and which ~~is has been designated by the Company as a distinct functional/operational group. The names of such departments and the employees in each will be included in periodic reports provided to the union and may be updated in advance of any layoffs.~~

ADD:

1. For any newly created Departments, the Company shall determine in the first instance the name of the Department and the employees included in it. The Union may challenge the Company's determination by raising the issue in the Classification Committee and,

if not resolved there, through the grievance process. The parties agree that the Company may, at its sole discretion, combine two or more existing Departments into a single Department

2. Nothing in this Article shall limit the right of the Union to bring any questions concerning duties and Departmental assignment of any employee to the Classification Committee. In any such dispute, the wording of the relevant job descriptions and duties performed by the Employee shall determine the proper Department assignment.

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Counter-proposal

L. "Location" for purposes of this Article means one of the locations of the Company specified in the "Scope of Agreement" clause, as may be amended. In addition, the location of an Employee assigned to work out of their residence, or a News Employee who is ~~the only employee in their job classification in their physical work location~~ assigned to report to a manager located in a bureau different from that in which the Employee is physically located ~~location~~, (a "telecommuter"), shall be the location of the manager ~~who supervises the telecommuter's work~~, except for telecommuters whose assignment to cover a specific geographical area requires them to maintain a residence in that area. In such cases, the Employee's location for purposes of this Article shall be their residence and the Employee will be notified that their residence is their location for the exercise of seniority.

1. It is understood that a telecommuter exercising their seniority rights to avoid a layoff may have to relocate. Such a telecommuter, other than an Employee assigned to cover a specific geographical area, will be deemed an Employee "transferred to a location or office at the convenience and request of the Company" for purposes of eligibility for relocation benefits according to the terms and requirements of Article V (Transfers). The prior sentence shall not apply to a telecommuter who was permitted to transfer to a remote work location for personal (non-business) reasons. Notice will be given to such a telecommuter of a requirement that he or she relocate and of their eligibility, if any, for relocation benefits. The telecommuter will have thirty (30) days in which to advise the Company whether he or she intends to exercise their seniority to retain a position, and sixty (60) days thereafter to report to the new location. If a telecommuter declines to relocate, he or she will not be permitted to exercise seniority to prevent their layoff.

Departments

IAPE accepts all responses from Dow Jones except:

- Investigative
- Life & Work - Washington¹
- Washington Bureau
- BG Barron's departments

(The union notes the company is still awaiting confirmation of Technology departments WSJ Mobile and WSJ Web, as well as the Experience department WSJ Web)

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Artificial Intelligence:

1. The introduction of new AI technology will be subject to the current provisions of Article VI (G). [30-day notice, training requirements, etc.]

2. The voices of bargaining unit employees (from podcasts, voice recordings, video voice-overs, or otherwise) will not be used to create voicebanks or other structures that would allow an article to be read in any bargaining unit Employee's voice without the employee's specific consent.

3. Generative AI shall not be used to provide publishable content that could otherwise be "Bylined" by a bargaining unit employee.

4. In the event that automation or any new technology results in the elimination of any bargaining unit position, the Company shall pay **six (6)** additional weeks of severance pay in addition to existing severance and enhanced retraining and outplacement assistance benefits.

¹ See 231130 Proposal 15: "Two DC reporters already report to Lynn Cook"