

**PROPOSAL NO. 6  
SELECT ISSUES**

DOW JONES & COMPANY

August 29, 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.*

**NEW/UPDATED PROPOSALS**

**Article I - Scope of Agreement**

**1) The union accepts the company's counter proposal:**

**Union Prop. Art I-(1) [#1] – Union membership for remote workers. [counter-proposal].** The Company will agree to put into the contract that any employee already a member of the bargaining unit who moves to a fully-remote position will remain covered by the CBA.

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**Article III - Job Classifications and Wages**

- 1) Update language to reflect practice of delivery of employee reports to the union (weekly hire, termination and transfer reports; bi-weekly dues and address reports; quarterly employee data reports).

**IAPE agrees to move this discussion of delivery of reports offline. IAPE representatives to be included in group discussions: Jodi Green, Tim Martell, Kaitlyn Frarey**

- 2) **Proposal Withdrawn** Add requirements for delivery to the union copies of every disciplinary notice, offer letter, transfer letter, and separation agreement for any IAPE-represented employee.

Add new sections:

- **Employee hire letters:** Employees hired by Dow Jones shall receive a digital offer letter in PDF format for their records. The letter shall contain details of their employment including, but not limited to, union status, salary and location, as well as in-office working expectations.
  - **Employee transfer letters:** Employees who are transferred or promoted shall receive a digital offer letter in PDF format for their records. The letter shall contain details about the Employee's new job title and responsibilities, union status, salary, and location, as well as in-office working expectations. The salary section of said letter shall include a breakdown of adjustments to salary, including, but not limited to contractual increases, discretionary increases, and promotion-based increases.
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6) Adjust Shift Differentials as follows:

Effective July 1, 2023, regular full-time Employees whose shifts start between 5:00 p.m. and 5 a.m., or who work at least 50% of their scheduled shifts between said hours ("night shift"), shall receive shift differential payments of \$155 per week.

*The union will accept the company's proposal to increase shift differential to \$155 per week, but rejects a proposal to restrict differential payments only to those who work in-office.*

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8) Adjust Stand-By Pay rates as follows:

Overtime eligible Employees. Effective 7/1/23, stand-by pay shall increase to \$240 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid \$72 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$48. Stand-by pay for a full week in which a holiday occurs shall be \$264. Effective July 1, 2024 and July 1, 2025 all rates shall increase by the same amount as the compensatory increase.

Overtime exempt Employees. Effective 7/1/23, stand-by pay shall be \$285. An Employee required to be on stand-by on weekends or holidays only, will be paid \$57 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$86. Stand-by pay for a full week in which a holiday occurs shall be \$314. Effective July 1, 2024 and July 1, 2025 all rates shall increase by the same amount as the compensatory increase.

The union will accept the company's proposed increases, but for year one of the contract. The union continues to propose that years two and three will be increased, and remains at an increase equal to the compensatory increase. The union rejects the company's proposal to pay standby pay in half-day increments.

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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%
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#### Article IX - Vacations

- 2) **Proposal Withdrawn.** Modify Section D as follows:

Any Employee who leaves the employ of the Company during the current applicable vacation year without taking their vacation shall be entitled to receive a cash settlement corresponding to the greater of the Employee's vested unused vacation time or all scheduled unused vacation time if the Employee is eligible for severance pay under Article VII. Vacation time shall vest monthly (pro rata). Employees whose employment terminates on or before the first working day of a month do not accrue unused vacation pay for that month.

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#### Article X - Union Membership

- 1) **(Same Proposal)** Modify Section D.3 as follows:

All refunds of dues, assessments or fees which may be required to be made to any Employee shall be made by the Union and the Union shall settle all questions and disputes between the Company and its Employees with reference to voluntary dues, assessments or fees, deductions or refunds without recourse to the Company as long as the Company has remitted all related payments to the Union for the Employee and time period involved. In the event the Company fails to update an Employee's payroll status within two (2) weeks of an Employee transferring to a non-covered position, the Company shall be responsible for reimbursing the Employee for dues or assessments withheld from the Employee's pay after the effective date of the transfer.

*IAPE agrees to move this discussion of delivery of reports offline. IAPE representatives to be included in group discussions: Jodi Green, Tim Martell, Kaitlyn Frarey*

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#### **Article XI - Grievance Procedure**

- 1) Notice of Meetings. Modify the contract to provide that employees should have not less than ~~three (3) hour~~ two (2) hours of notice of a disciplinary or investigatory meeting, provided that the Company shall notify the union via an acknowledged email or answered telephone not less than one hour before the meeting and may agree upon a mutually acceptable time (sooner than three hours) for such a meeting. If the Company cannot confirm notice to the union, then the meeting may be scheduled on not less than ~~three (3)~~ two (2) hours' notice by email to both the employee and the union, unless exigent or emergency circumstances require the meeting to happen sooner, in which case the Company shall make good faith efforts to notify the union as soon as possible. The Company will provide the union with copies of disciplinary notices if a union rep attends a meeting.
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#### **Article XII - Health Insurance and Benefits**

- 5) Modify plan to allow for participation in wellness programs for weight management and nutrition counseling.
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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.

*To be discussed in the Classification Subcommittee.*

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## RESPONSES TO COMPANY PROPOSALS

1-B. **Minimum Increase** (also responsive to Union Prop Art. IV-(3) [#17]) – The Company proposes that the minimum increase should be the general compensatory increase applied to a salary of \$1,300/wk. [Same Proposal]

1-D. **Minimum Scales** (also responsive to Union Prop Art. III-(5) [#11]) Increase all minimum scales in the contract by three percent (3%) in the first year of the contract, then by one-half the percentage amount of the compensatory increase for year 2 and year 3. **[Modified Proposal]**

*No response to 1-B or 1-D from the union pending further discussion on compensatory increases.*

1-C. **COLA** (also responsive to Union Prop Art. IV-(4) [#18]) Delete the COLA provision from the agreement.

*The union cannot agree to delete COLA provisions from the agreement.*

## 2. **Benefits (Including Healthcare)**

2-A. **Coordination of Health Benefit Plan Design and Premiums** The Company has presented a schedule of maximum changes to health plan cost elements and premiums, to apply to both union and non-union employees. [Same Proposal]

2-B. **Coordination of other benefits (excluding physical fitness)** Other than Health Insurance (covered above) and the physical fitness benefit (applicable only to IAPE-represented employees currently), IAPE-represented employees shall participate in the same corporate benefits plans as non-union, non-management employees. Includes proposed enhancements to Bereavement Leave and Parental Leave that the union has tentatively agreed to. [Same Proposal]

**Additional Benefits Issues were presented in Company Proposal #4 and remain as stated in that proposal.**

*The union will respond to the company's health insurance proposal after it has an opportunity to review remaining data from its Aug. 22 information request.*

*Re: coordinated benefits, the union is opposed to the removal of benefit language (severance pay, disability, etc.) from the agreement.*

### **3. Procedures for Reductions in Force, Severance**

3-A. **Structure of Seniority Groups** (as modified) Increase new-hire seniority equivalency from 2 years to 5 years. Increase seniority equivalency group for employees with more than 5 years of service to 5-year bands. Add: Pay an additional 2 weeks of severance pay to any employee selected for layoff who has more than 2 years of longer service than a retained employee in the same seniority group. **[Modified Proposal]**

3-B. **Volunteer Process.** 7 days to raise hand; 7 days to review package. **[Withdrawn]**

3-D. **Layoffs involving outsourcing.** Remove the contractual requirement for 45-days' notice where the outsourcing does not trigger the obligation for a 2-week consultation period. [Same Proposal]

3-E. **Department Head List.** **[Withdrawn]**

*The union considers the increase in any seniority windows to be a significant weakening of job security and counter to a significant priority for IAPE members. The union does not see a connection between the company's withdrawal of its department head list proposal and the union's proposal to modify the definition of a "Department."*

*The union is considering the company's proposal to remove the contractual requirement for 45 days' notice where outsourcing does not trigger an obligation for consultation.*

### **4. Contract Administration & Miscellaneous Issues**

4-B. **Performance Reviews – Self-evaluations.** employees may be required to complete a self-evaluation and may be required to provide suggested goals for the upcoming year as part of the performance review process, which shall not be relied upon for disciplinary purposes. [Same Proposal]

*The union's view on self-evaluations and employees providing their own goals has not changed: both should remain an employee's option.*

4-E. **RTO Sideletter.** The sideletter negotiated in 2022 regarding the process for notification of departmental policy changes regarding days of work in the office shall be terminated. The determination of days in the office shall be at the sole determination of the Company, as provided by the general management's rights clause in the contract. [Same Proposal]

*The union continues to propose a cap of three in-office days per week for the life of the agreement.*