

DOW JONES & COMPANY

PROPOSAL

for a new collective bargaining agreement with

IAPE/CWA LOCAL 1096

June 13, 2023

The Company looks forward to reaching an agreement on a successor to the current collective bargaining agreement, and proposes to extend the current agreement except as modified by this Proposal.<sup>1</sup> The Company seeks to ensure that we continue to offer outstanding benefits and working conditions for all Dow Jones employees. At the same time, the Company must maintain flexibility in order to respond to a dynamically changing business environment and to remain competitive in a competitive marketplace.

1. **Wages**

A. **Compensatory Wage Increases.**

(to be negotiated)

***Company Explanation:*** *We will bargain in good faith concerning the amount of wage increases within the context of the Company's business operations and its need for flexibility. As we have for the past several years, the Company expects to continue to audit and monitor pay equity among employees in similar jobs, and make adjustments as and if appropriate. Maintaining flexibility in the overall guaranteed wage package will help ensure that budgeted dollars are available for both merit increases and increases to address pay equity concerns.*

B. **Minimum Increase.** (To be calculated/negotiated).

***Company Explanation:*** *We have traditionally calculated a minimum increase, which has been in past years the amount in dollars of the negotiated*

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<sup>1</sup> The Company reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Company'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. *Note that these proposals are general principles to govern the new contract, and are not necessarily presented as specific modifications of particular sections of the existing contract. It is understood between the parties that the contract language will be revised to conform to Agreements made and that wherever there is conflict between the current contract language and any future agreement, the most recent agreement shall prevail, even if the specific language in the former contract is not modified in the drafting process due to oversight.*

*compensatory increase percentage applied to a baseline earnings level. That increase amount is the lowest amount any bargaining unit employee will receive as their wage increase, even if their salary is less than the baseline number. The application of the minimum means that employees at lower wage levels will receive a relatively higher percentage increase.*

C. COLA. Delete the COLA provision from the agreement.

D. Minimum Scales. Increase all minimum scales in the contract by one-half the percentage amount of the compensatory increase for that year and adjust the scales each year by the same percentage

E. Shift Differential Pay. Amend the contract to provide that shift differential pay does not apply on days an employee is working from home.

F. Stand-by Pay. Amend the contract to provide that Stand-By assignments may be issued for half-day periods, and shall be paid at half the amount of a full-day of Stand-By.

G. Clarification re: Post-July 1 increases. To clarify the union's confusion about this issue: Unit employees who receive a wage increase, for any reason (e.g., promotion, merit, anti-poach, etc.) after July 1, 2023, but before the date that contract increases are calculated and paid after contract ratification, shall have their contractual increases calculated as follows. An employee will receive the contract increase (if any) retroactive to the effective date of the increase (if the increase is retroactive) through the date of the employee's post-July 1 increase. If the post-July 1 increase is less than the amount of the increase to which the employee is entitled under the terms of the contract, then the employee will receive the difference between the already-granted increase and the contractually required increase. If the amount of the post-July 1 increase is greater than the contractually required increase, then the employee will not receive any additional contractual increases after the date of the post-July 1 increase.

H. Eligibility for increases. Only employees on active payroll as of the date the Company processes the increases in the payroll will be eligible for any increases, including retroactive amounts, if any. Any changes to shift differential, Stand-By pay, minimum scales, or other premium payments (other than base wages) will not be retroactive.

## 2. Benefits

A. Coordination of Health Benefit Plan Design and Premiums. IAPE-represented employees will have access to and be covered by the same plans and plan terms, including premiums, as are applicable to non-union and management employees. The Company will have the flexibility to set plan terms and premiums each year according to market conditions.

**Company Explanation:** *The goal of our Benefits Department is to provide first class benefits, competitive within our industry, while at the same time controlling costs and complying with governmental mandates. The Company seeks flexibility to modify its plan designs and premium structures. The objective here is to maintain the employee's contribution toward these benefits at competitive levels, while guaranteeing that the plans for union-represented employees will be the same as for non-union employees and management.*

B. **Coordination of other benefits.** Other than Health Insurance (covered above), IAPE-represented employees shall participate in the same corporate benefits plans as non-union, non-management employees. References in the contract to specific plans applicable only to IAPE-represented employees and references to specific terms applicable to benefit plans will be removed.

**Company Explanation:** *For many years, the benefits plans applicable to union and non-union employees have been mostly the same. This proposal makes it clear going forward that IAPE-represented employees participate in such plans on exactly the same terms as non-union employees and that any changes in the plans will be applied to the bargaining unit without further bargaining including, but not limited to: Short-Term and Long-Term Disability, Life Insurance, Business Travel Accident Insurance, Educational Assistance Plan, Employee Assistance Plan, Parental and child-care leave, Severance Pay Plan, and the Dependent Care Program.*

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

A. **Merit as first criterion.** The Company proposes that in the event of a reduction in force, within each Department, Location, and Job Classification, the Company will lay off first the employee who is lowest in seniority (length of company service, minimum 2 years) whenever all other relevant factors are equal, including skill, ability, and past job performance.

**Company Explanation:** *In order to have the right to retain employees whose skills, abilities, and job performance are exceptional and necessary for the success of our business, the Company will use merit-based criteria to determine layoffs, provided that when all merit-based factors are equal, seniority will be the deciding factor. This proposal gives the Company needed flexibility while still recognizing the importance of seniority.*

B. **Volunteer Process.** Modify the current contract so that, in circumstances where employees have the option to volunteer for a layoff, such eligible employee(s) must state their interest in a volunteer package within 7 calendar days of the announcement of the reduction in staff, and must make a final, irrevocable decision to accept or reject the package within 7 days of receiving the full details of the package.

C. Process for applying for an available position (Art. VI(J)). In a circumstance where an employee who has been laid off has the right under the contract to have priority consideration for available jobs for which they are qualified for a period of thirty days after the layoff date, such employee must elect to invoke their priority right and termination payments will not be paid until the first pay cycle after the end of the thirty-day priority period or after the date the employee waives further priority consideration.

J. Employees while on notice of layoff and for thirty (30) days following their effective termination date shall have priority over non-employees for any job opening for which they are qualified, provided their performance in their job held at the time of termination is satisfactory. Employees eligible for priority under this Section must apply for the job opening in question and must indicate in their application that they are eligible for priority. The Employee's qualifications for the job shall be determined by the hiring manager.

The Company shall determine whether, and to what extent, relocation expenses will be provided to Employees referenced in the preceding Section, except in the case of a transfer to which Article V of this Agreement applies.

D. Layoffs involving outsourcing. Remove the contractual requirement for 45-days' notice when layoffs involve outsourcing in circumstances where the outsourcing does not trigger the obligation for a 2-week consultation period between the Company and the union.

E. Department Head List. Delete the contract requirement for the Company to provide a Department Head list to the union periodically. The Company will provide the Department Head list at the time of any announced layoffs for those departments affected by the reduction in staff.

#### **4. Contract Administration Issues**

A. Vacation accrual calculation. Clarify regarding payment of unused vacation time upon separation that the month of separation is not included in the accrual unless the separation is on or after the 15<sup>th</sup> of the month.

B. Performance Reviews – Self-evaluations. Clarify the contract to provide that unit 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. [As per the current understanding between the parties, the content of a performance review is not a disciplinary matter and the Company may not rely on the performance review as part of the progressive discipline process. As such, an employee's self-evaluation comments and draft goals cannot be used by the Company as evidence of a performance deficiency.]

C. Interns. Modify the contract to provide that Interns (limited to a period of one year) are excluded from the bargaining unit.

D. Notice of Meetings. Modify the contract to provide that employees should have not less than 2 hours of notice of a disciplinary or investigatory meeting (change from 3 hours) and further that if the company makes arrangement for a union representative to be present, no additional notice will be required.

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.

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