

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

October 17, 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.

Article I - Scope of Agreement

Revised Proposal: Excluded Personnel – Delete exclusions for ~~Assistant News Editor, Graphics Editor, Photo Editor, Film Editor, Assistant Editor and Associate Editor.~~

Article II - Hours and Overtime

Same Proposal: 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 five (5) additional hours, the Employee will be granted Comp Time for time worked in excess of five hours.

Article III - Job Classifications and Wages

Same Proposal: 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.

Article IV - Compensatory Increase

Revised Proposal: 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	10%
July 1, 2024	8%
July 1, 2025	8%

Proposal Withdrawn: If, during the term of this contract, the exchange rate between the Canadian Dollar and the US Dollar exceeds 1.25 (1.25 Canadian dollars = \$1.00 US) for a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%.

Revised Proposal: Minimum Increase. The minimum increase for each contract year shall be adjusted to reflect a weekly increase equal to the compensatory increase applied to the weekly gross wage at the 40th percentile for all full-time IAPE-represented employees (currently \$1,692.31).

Same Proposal: Cost of Living Adjustment (COLA). Delete references to maximum adjustments.

Same Proposal: 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.

Article VI - Job Security

Same Proposal: Revise Section F. as follows:

For the purpose of this subsection F, all Employees having less than ~~two (2)~~ three (3) years of service shall be deemed to have the same seniority status, and among such Employees, the

Company shall follow the rule of seniority based on length of service only where all other relevant factors are equal.

For the purpose of this subsection F, any Employee(s) having ~~two~~ three years or more of service shall be deemed to have the same seniority status as any other Employee(s) whose hire date is within ~~one (1) year~~ eighteen (18) months, and among such Employees the Company shall follow the rule of seniority based on length of service only where all other relevant factors are equal, provided that all Employees with less than ~~two~~ three years of service will be laid off before any Employees with more than ~~two~~ three years of service unless it is not possible or practicable.

Same Proposal: 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.

Note: the Union has attached a sample list of Departments to be merged as a result of this proposal, based on a Department Head List provided to the Union on January 11, 2023.

Article VII - Severance Pay

Add the following new sections:

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

Same Proposal: 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 two (2) weeks' worth of severance pay.

Article VIII - Holidays

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

Article IX - Vacations

Revised Proposal: Add a ~~sixth week of vacation one-time~~, paid, four-week sabbatical for Employees who attain 10 years of continuous service.

Revised Proposal: Modify Section E as follows:

An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1,250 per week or~~ less than the 40th percentile salary for all full-time IAPE-represented employees will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

Proposal Withdrawn: 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.

Article XII - Health Insurance and Benefits

Same Proposal: 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%.

New Proposal: Canadian Premiums: The union rejects the company's proposal to increase health insurance premiums for IAPE-represented employees working in Canada.

Same Proposal: 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.

Same Proposal: 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.

Same Proposal: 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.")

Same Proposal: 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.

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

Article XIII - Leaves of Absence

Same Proposal: 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.

Article XIV - Parental Leave

Same Proposal: Remove distinction between primary and secondary caregivers.

Article XVI - Special Committees

Same Proposal: 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.**

Article XVIII - Retirement Plan

Revised Proposal: Modify the current Plan for IAPE-represented Employees to require fixed contributions from the Company equal to ~~6%~~4% of pay for all Employees.

Proposal Withdrawn: Modify the current Plan for IAPE-represented Employees to require vesting of Employer contributions as soon as an Employee exceeds their probation period.

Article XIX - Safety Matters

Same Proposal: Add the following new sections:

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: The Company shall demonstrate it has met all air quality safety requirements in Section 1 via quarterly reports to the Union.

Same Proposal: 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

Add the following new sections:

Proposal Withdrawn: 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.

Proposal Withdrawn: 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: Gender neutral bathrooms: Discuss whether locations identified by Company during July 13 presentation have been labeled as gender neutral.

Article XXII - Job Posting

Same Proposal: Add the following new section:

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.

Article XXIV - Miscellaneous

Add the following new sections:

Same Proposal: 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 provide the Union with sixty (60) days advance notice in order to bargain the implementation and effects of any new technology, including the new or modified use of an existing technology, affecting bargaining unit Employees. At minimum, such bargaining shall include training on the use and limitations of the new technology. If such technology involves the use of artificial intelligence (AI), including machine learning or deep learning, it shall be limited to supplementing the collection, organization, recording or maintenance of information. AI shall not be used to perform work that is editorial in nature, including but not limited to the interpretation or analysis of information, communications with sources, or generation of news content, illustrations, video, photographs, or podcast or voice recordings.

Content produced by bargaining unit Employees shall not be used by AI to create content out of the context or purpose the work was originally intended for, including, but not limited to, using the voices of bargaining unit employees from podcasts, voice recordings, or video to create voicebanks or other structures that would allow an article to be read in any bargaining unit Employee's voice.

In the event 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.

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.

Proposal Withdrawn: 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.

Proposal Withdrawn: 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.

Revised 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.~~

Revised 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~~ 2024. 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.

Revised 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: 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.

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.

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: 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.

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.

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.

Article XXVI - Duration and Renewal

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