

DOW JONES & COMPANY

PROPOSAL 17 (Comprehensive)

April 11, 2024

Any union proposals not specifically addressed here are rejected except for items the parties have withdrawn and those on which the parties have previously reached tentative agreements.

1. Compensation Issues

General Compensatory Increase Company 1-A. -- (also responsive to Union Prop (Art IV-(1) [#15])).

- Year 1&2 (combined) – 7.00%
 - Effective on ratification
 - A payment representing retroactive pay in the gross amount of **\$1,500 per covered/eligible employee** (employed on date of ratification).
 - The Company will also provide a lump sum payment in 2025 to all unit employees who experience a medical premium percentage increase in 2025 equal to one-half (50%) the premium percentage increase in their current plan and tier, not to exceed one-half of one percent (0.50%) of annual salary on the date that premiums are calculated.
- Year 3 (effective July 1, 2025) – 3.00%.
- Year 4 (effective July 1, 2026) – 3.00%.

Contract to expire June 30, 2027.

Minimum Scales Company 1-D. -- (also responsive to Union Prop Art. III-(5) [#11]) Increase all minimum scales in the contract by **three and one-half percent (3.5%)** effective upon ratification, **then by 1.5% (effective July 1, 2024)**, then by one-half the amount of the compensatory increase percentage for all other years of the contact.

2. Benefits (Including Healthcare)

Health Benefit Plan Design Company 2-A; Union Art XII(1-8) [#44-51] [T/A – **subject to agreement on premiums and all other items included in Benefits package and agreement on treatment of 2027 plan terms.**]

Premiums. Percentage freeze for 2024. Schedule of premium percentages (See Company Proposal #4), including zero percentage increase for employee-only plans and

increases capped at 0.5% of pay for each year for multiple/family plan options. These premium changes will take effect starting in 2025. [Same proposal]

For 2027 [TBD]

Premium Increases for supplemental Canadian coverage. Company 2-C. Premiums as determined by our insurance carrier in Canada. The Company maintains the discretion to increase premiums in the future so long as the increases are no larger than increases applicable to equivalent US medical plan options. [Same proposal]

Additional general benefits issues:

- Union #32 - Art VIII – (1) – **additional paid holidays.** The Company has agreed to add the day after Thanksgiving as a Company Holiday, provided that the Company gives the holiday to non-union employee. [Reject additional union proposals.]
- Union #48 – **Physical Fitness Benefit** – Union proposes to add “wellness programs” to the list of expenses subject to reimbursement. [OPEN]

3. Procedures for Reductions in Force & Severance

Department Definition and Department List -- Union #24 & 25 - Art VI-(4)&(5) –The Company has agreed to fundamentally change the definition of a “Department” in the contract to remove the references to “department heads” and to instead create a list of named departments designated by the Company as distinct functional/operational groups. Employees will have seniority rights under the contract within their department, regardless of their individual managers or the identity of the departmental leaders. The names of such departments and the employees in each will be included in periodic reports provided to the union. The Company and the union have reached tentative agreement on the specific lines of demarcation that separate departments within larger company units, but a few issues remain unresolved (e.g., D.C. News Bureau, Investigations Team, Barron’s News etc.). At the conclusion of negotiations, the Company and the union will continue the process of placing each unit employee into a newly designated Department.

Contract language – definition of “location” for remote employees:

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. [highlighted language in dispute]

4. Contract Administration & Miscellaneous Issues

Package Proposal #1 --

Company will agree re: Return-To-Office Sideletter Company 4-E (and Union Art XXIV(2-J) [#73]). The Company will provide not less than 30 days' advance notice to the affected employees and to the union whenever there is a change to the in-office work expectations for any group. **The current maximum of 3 days in office for hybrid employees will remain in effect at least through December 31, 2024.** [NEW]

Union will withdraw: Book Leave/IP rights (Union #64 & 65) – to grant reporters IP rights over potential books based on reporting and “Source Protection” (Union #75)

Additional Open Contract Admin. & Miscellaneous Issues:

Photo Editors Union # 2&3 - Art I-(2) & (3) [#2 & #3] – Remove from the list of agreed-upon exclusions from the CBA and clarify that the union may challenge agreed-upon exclusions on a title/classification basis as well as on an individual basis. Add a footnote to the agreement as follows: *“The parties have agreed to include Photo Editors in the bargaining unit to the extent required by a final order in NLRB case No. 02-RC-304551 (request for review pending) and without prejudice to the Company's position that any employees who perform the job functions listed in the current exclusion language would be excluded.”* [Same Proposal]

Artificial Intelligence Issues

Artificial Intelligence Issues (Un. #66, Art XXIV(2-c)). The Company has accepted the union's proposal to bar the use of voice recordings in connection with AI-generated speech without the consent of the employee and has agreed to apply the extra 4 weeks of severance pay applicable to outsourcing when a job is eliminated because of the use of AI. (Co. Prop #10) Other union AI proposals are rejected

All issues not addressed above have been withdrawn by the parties or are subject to a Tentative Agreement

TENTATIVE AGREEMENTS (SUMMARY)

Company's Statement of Agreement Status

Remote Workers (Union Prop. I(1) [#1]) – All workers who are in the unit will remain in the unit after they move to a fully remote status.

Student Interns. (Company Prop. 4-C) (as modified) – Interns shall be excluded from the bargaining unit if they are students or post-graduates within one year of graduation, subject to a cumulative maximum of 15 months.

Experience Credit – Scale Slotting. (Union Prop. Art III-(3) [#9]) – All newly hired employees will be granted experience credit and slotted into the scale step closest to, but less than, their actual pay rate.

Experience Credit – Title/Job Migrations. (Union Prop. Art III-(4) [#10]) (as modified) – When a job classification is changed to a higher Tier by agreement, or when jobs migrate to a new title without a significant change in duties, incumbent employees will retain their experience credit/scale step in the higher Tier.

Shift Differential (Co. Prop 1E & Union Prop #12 (Art III(6)). Increase shift differential amounts by 11% (to \$155/wk) [No disagreement with union calculations]

Stand-By Pay (Co. Prop 1F & Union Prop #14 (Art III(8)). Increase stand-by pay amounts to \$240/285 for the duration of the contract. [No disagreement with union calculations]

Minimum Increase Company 1-B. -- (also responsive to Union Prop Art. IV-(3) [#17]) – The minimum compensatory increase will be the general compensatory increase percentage applied to a salary of **\$1,500/wk.** (\$78,000 annually). All employees earning less than **\$1,500/wk** will receive the dollar amount paid to an employee earning **\$1,500/wk** as their compensatory increase, unless they are due a scale increase that is higher.

Probation Period (Union Prop. VI(1) [#20]) – The company agrees to include a reference to the probationary period in offer letters for union-eligible jobs and not notify employees of their probationary status upon request by the union. Upon notification of the company's failure to notify an employee in their offer letter, the company shall notify the employee of their probationary status in writing.

Layoffs involving outsourcing -- Article VI - Job Security, (Co. C.1.) . Remove the contractual requirement for 45-days' notice where the outsourcing does not trigger the obligation for a 2-week consultation period.

Retraining Allowance. (Union Prop. Art VI-(3) [#22]). Increase all retraining allowance amounts by \$1000.

Payment of Severance During Rehire Period. (Company Prop. 3-C). (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.

Structure of Seniority Groups (Company Prop. 3-A; Union Prop. #24&25 (Art VI(5&6)) Increase new-hire seniority equivalency from 2 years to 3 years. (Accept union counter-proposal) 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 of longer service than a retained employee in the same seniority group.

Out-of-seniority severance premium (Union Prop # 31 - Art VII-(2)(third additional added section) – Whenever an employee with equal seniority is selected for layoff where another employee in the seniority group has a later hire date, but with more than 3 years of service, the employee selected out-of-seniority will receive 2 additional weeks of severance pay.

Definition of Department. K. “Department” for purposes of this Article means the area of the Company in which the Employee in question works and which is 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.

New Subsections to paragraph K -- 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.

Severance Pay – Timing of Payment. (Union Prop. Art VII-(2; first paragraph) [#29]) -- Sevrance to be paid in the next payroll cycle after effective date of a Separation Agreement, provided that failure to pay on time is not a breach of the contract so long as payment is made as soon as reasonably practicable. [Note that this will need to be modified to account for VI(J) agreement on non-payment during rehire period]

Vacation Accrual Date. (Company Prop. 4-A). 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 15th of the month.

Vacation sell-back. Union Prop Art. IX(3) [#36] The Company has proposed that the sell-back threshold be the same as the amount established for the calculation of the minimum salary increase. The Company agrees to set the sell-back level to **\$1,500/wk.**

Notice of disciplinary meetings (Union prop. XI(1) [#42]) – The Company agrees to send notices of disciplinary meetings directly to the union (replacing current requirement to notify the employee of their right to a union rep). 2 hours advance notice will now be the default notice obligation, with the option of 1 hour notice provided that the Company receives acknowledgement from the union of its receipt of the meeting invitation. The meeting invitation will continue to include notice to the employee about how to contact the union to request a rep. The company will provide the union with a copy of all disciplinary memos delivered during a meeting where a union rep. was present. [minor language issues to work out]

Union Rep at discharge meetings (Union Prop. XI(2) [#43], Company 4.D) – The company agrees that meetings solely for the purposes of notifying an employee of their discharge is still a “disciplinary” meeting at which the employee is entitled to have a union rep. [minor language issues to work out]

Retroactive application of classification updates. (Union XVI(2) [#56]) – the company will retroactively apply any scale increases to employees in jobs that are ripe for classification before a comp cycle, but which are not finalized until after the comp cycle.

Anti-Harassment (Union XX(d) [#84]) – Addition of language in the CBA that discrimination and harassment of employees based on gender identification or expression is prohibited.

Eligibility for first year wage increase. (Company Prop. 1-H) (as clarified): 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. Clarified to acknowledge that severance pay for any laid off employees will include pay increases that are effective before the Termination Date.

Parental Leave (Union #53) — eliminate the distinction between “primary” and “secondary” caregivers to allow 20 weeks of paid leave for both. [Currently in place for 2024 -- already a me-too in the CBA]

Bereavement Leave (Union #52) — Apply new corporate benefit, including increase the number of days of benefits available and removal of the restrictions on the identity of persons whose deaths qualify for leave. [Currently in place for 2024 -- already a me-too in the CBA]

Mental Health Care (Union #47) — apply in-network rates and rules to out-of-network providers for mental health services. [Currently in place for 2024]

Doula Coverage (Union #46) — Union proposes to allow coverage for Doula services under health plan. Company has tentatively agreed to consult with the union and discuss ways to provide reimbursement for Doula services, which are not covered by the Aetna health plan, starting in 2025. [**Contract language/ MOA language to be determined**]

Future Plan Improvements. The company will **ACCEPT** the Union’s proposal that the company will consult about any enhancements to healthcare programs and allow the union to opt in.

Tier Reassignments (Reached 10/26)

- **Reassign from Tier 2 to Tier 3**
 - News Assistant I
 - Specialist, GREF, Maintenance
 - Staff Assistant I
- **Reassign from Tier 3 to Tier 4**
 - News Assistant II
 - Interactive News Assistant
 - Sales Coordinator
 - Advertising Coordinator
- **Reassign from Tier 4 to Tier 5**
 - Events Coordinator
 - Regional Sales Coordinator
 - Marketing Coordinator
 - Product Training Specialist
 - Reporting Assistant
- **Reassign from Tier 5 to Tier 6**
 - Customer Intelligence Associate
 - Client Associate
 - Sales Associate
 - Product Specialist
- **Reassign from Tier 6 to Tier 7**
 - Ad Service Coordinator
 - Associate Graphics Reporter
 - Associate Client Partner
 - Digital Operations Specialist
 - Graphic Illustrator
 - Research Specialist
 - Yield Analyst
 - Associate Client Partner
- **Reassign from Tier 7 to Tier 8**
 - Graphic Designer
 - Graphics Reporter
 - Interactive Designer

- Translator
- Video Journalist
- Client Partner

Reporter Scale -- (A - 72,800), with the understanding that: (1) all current Reporters have salary levels below the top of the new scale will be re-slotted into the scale step nearest to, but lower than, their current salary, effective 6.30.23; and (2) this scale is not subject to any upward adjustment for 2023-2024, even if other scales are adjusted upwards by some percentage.

- **Reassign from Tier 8 to Tier 9**

- Newsletter Editor
- Senior Video Journalist
- Senior User Experience Architect

C:\Users\chapmank\Dropbox (Dow Jones)\Labor and Employment (Team)\IAPE\IAPE Negotiations\2023 IAPE negotiations\Company Proposals\Company Proposal #17 (comprehensive) (final)1.docx