

DOW JONES & COMPANY

PROPOSAL 5 (all open issues)

August 22, 2023

Any union proposals not specifically addressed here are rejected except for items the parties have withdrawn and those on which the parties have previously reached tentative agreements. (See separate Tentative Agreement Document.)

I. Company Proposals Under Discussion

1. Compensation Issues

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

2023 – 3.0%

2024 – [To be negotiated]

2025 – [To be negotiated]

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

1-E. **Shift Differential Pay** (also responsive to Union Prop Art. III-(6) [#12])

A. Amend the contract to provide that shift differential pay does not apply on days an employee is working from home. [Same Proposal]

B. Increase Shift Differential Pay from \$140/wk to \$155/wk (11% increase) **[New Proposal]**

1-F. **Stand-by Pay** (also responsive to Union Prop Art. III-(8) [#14])

A. 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. [Same Proposal]

B. Increase Stand-by Pay from \$215/255/wk to 240/285/wk (11% increase) **[New Proposal]**

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.

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]

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]

4-D. **Notice of Meetings** (also responsive to Union Prop Art. XI-(1) [# 42] and Union Prop Art III-(3) [#8]) 2 hours of notice of a disciplinary or investigatory meeting (change from 3

hours) The Company will provide the union with copies of disciplinary notices if a union rep attends a meeting. } **[Modified Proposal]**

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]

II. Union Proposals under discussion and new Company responses

Union Prop re: Notification of Probation Period. (Union Prop Art VI-(1) as modified) The Company will **ACCEPT** the union's proposal (8.17.23) to add language re: notice in offer letters etc. [#20] {With the understanding that the existence and duration of the probationary period is not affected by any failure to include a reference in the offer letter.}

Union Prop. #84 – Anti-Discrimination Clause. The Company **ACCEPTS** the union's proposal to add **gender identity and expression** as a protected characteristic within the current anti-discrimination clause that provides contractual protection for employees against unlawful discrimination in their terms and conditions of employment and to add the agreed-upon anti-harassment paragraph.

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.

Union Prop Art III-(1)[#7] – Reports to the Union. The parties are scheduling an offline meeting to discuss.

Union Prop XVI-(2)[#56] – 90-day requirement to agree on new job classifications. This issue is still under discussion and will be taken up in the classification subcommittee.

Union Prop. Supplemental (Prop #2) re: Classification Issues [#89] – to move up 44 job titles to higher Tiers. This proposal is still under discussion in subcommittee.

III. Rejected Union Proposals. The Company continues to REJECT the following union proposals:

A. **Compensation Issues**

- Union Prop Art II-(2) [#5] – Comp Time for overtime exempt employees working extra hours on regularly scheduled work days.
- Union Prop Art IV-(2) [#16] – Add 0.5% to the compensatory wage increase

amount for employees working in Canada if the value of the US dollar exceeds 1.25 Canadian dollars in any year.

- Union Additional Proposal (Classification) Prop.#2 – (1) [#88] – Proposal to add two additional scales steps (E and F) to all scales.

B. Benefits Issues

- Art VIII –(1) [#32] – add two additional paid holidays per year.
- Art. IX –(1) [#34] – adding a 6th week of vacation.
- Art IX –(2) [#35] – expanding payment for unused vacation days upon termination.
- Art IX –(4) [#37 & 38] – vacation carry-over and accrual cap.
- Art XVIII-(1) [#58] – increasing the Company’s contributions to the 401K plan.
- Art XVIII-(2) [#59] – accelerate vesting in 401K plan funds.

C. Job Security/Layoff Issues

- Art VI-(4)&(5) [#24 & #25] – to modify or remove Department and Location from the determination of a seniority group.
- Art VI-(7) [#26] (as modified) – to permit laid off employee to return to former job if promotion/transfer was within 12 months and if the former job is open and available.
- Art VII-(2)(second additional added section) [#30] – pay a “retirement” bonus to departing employees with 20 years of service.
- Art VII-(2)(third additional added section) [#31] – pay 4 weeks of extra severance whenever an employee with equal seniority is selected for layoff where another employee in the seniority group has less service. {Except as incorporated into Company Prop. 3-A, above.}

D. Additional/Miscellaneous Issues

- Art I-(2) & (3) [#2 & #3] – to remove the list of agreed-upon exclusions from the CBA and to add language to expand the union’s avenues to challenge existing exclusions.
- Union Prop Art III-(3) [#8] – requiring delivery of disciplinary notices, offer letters, transfer letters, and separation agreements to the union. {except as addressed above in Co. Prop 4-D }
- Art X-(1) [#41] – requiring the company to refund overpaid union dues.
- Art XV-(1)[#54] – Granting service credit to CWRs who are later hired.
- Art XXII-(1) [#60] – imposing new obligations on the interviewing and hiring process.
- Art XXIV-(2; first and second bullets) [#65] – Granting employees ownership rights in work product.

- Art XXIV-(2; third bullet) [#66] – restricting the use of AI by the company.
- Art XXIV-(2; fourth bullet) [#67] – Appearance fees for employees.
- Art XXIV-(2; fifth bullet) [#68] –payments for employees working on company events. {already covered by the contract and company practice}
- Art XXIV-(2; sixth bullet) [#69] – requiring the company to change already-published bylines.
- Art XXIV-(2: seventh bullet) [#70] – reinstating the Princeton shuttle from the train station permanently.
- Art XXIV-(2; eighth bullet) [#71] – reimbursements of expenses created by last-minute work assignments.
- Art XXIV-(2; ninth bullet) [#72] – changing the company’s cell phone reimbursement amount and policy.
- Art. XXIV-(2; tenth bullet) [#73] – cap the number of days in office for all employees and prohibit monitoring of badge swipes.
- Art XXIV-(2; eleventh bullet) [#74] – require dedicated desks for all employees.
- Art XXIV-(2; twelfth bullet, parts A,B&C) [#75] – imposing contractual requirements for protection of sources.
- Art XXIV-(2; thirteenth bullet, parts A,B&C) [#76] – restricting the use of personal social media accounts and disclosure of passwords.
- Art XXIV-(2; fourteenth bullet) [#77] – imposing requirements regarding disclosure of digital metrics in the news department.
- Art XIX-(1)&(2) (Prop #2) [#78 & 79] – imposing specific standards and reporting requirements re: indoor air quality.
- Art XIX-(3) (Prop #2) [#80] – granting permission for all employees to work from home whenever outdoor air quality reaches specific reported levels.
- Art XX-(1; first bullet) (Prop #2) [#81] – Imposing recruiting and minimum interview percentage requirements for underrepresented groups and requiring quarterly reporting to the union.
- Art XX-(1; second bullet) (Prop #2) [#82] – imposing specific new requirements on the contents of job postings.
- # Art XX-(1; third bullet) (Prop #2) [#83] – Requiring annual diversity audit and reporting.
- Art XX-(1; fifth bullet) (Prop #2) [#85] – Right to transfer to a different office/location.
- Art XX-(1; sixth bullet) (Prop #2) [#86] – requiring gender-neutral bathrooms on all work floors.

Tentative Agreements¹

- **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.
- **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.
- **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.
- **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.
- **Severance Pay – Timing of Payment. (Union Prop. Art VII-(2; first paragraph) [#29])** -- Severance 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.
- **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.
- **Discharge Meetings (Union Prop. Art XI-(2) [#43])** – Agree that discharge notice meetings are “disciplinary” meetings at which union-represented employees have the right to a union rep.

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¹ Subject to reaching a complete agreement on all issues.