

IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

August 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

- 1) **(Same Proposal)** Add new section:

This contract is also applicable to each Telecommuter or Remote Worker (a) who regularly reports to an individual supervising Employees at any Covered Locations, or (b) who regularly works from a home office located within fifty (50) miles of any Covered Location.

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- 2) **(Same Proposal)** Excluded Personnel.

Delete exclusions for Assistant News Editor, Graphics Editor, Photo Editor, Film Editor, Assistant Editor and Associate Editor.

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- 3) **(Same Proposal)** Revise Article I Section B.4. as follows:

Additional Exclusions. In addition to the specific exclusions from the bargaining unit noted above, the parties recognize that certain other positions are excluded from the bargaining unit because: (1) the employees are not eligible to be included in the unit under the standards of the National Labor Relations Act; or (2) the parties have mutually agreed that certain positions should be excluded from the unit. Any employees occupying such jobs will be excluded from the unit as described below, subject to the union's right to challenge, (1) for excluded titles or

classifications, whether the title or classification is not eligible to be included in the unit under the standards of the National Labor Relations Act, on a title or classification basis, and (2) for excluded individuals, on an individual basis, whether an employee occupying an excluded title is actually performing the job functions that make the position excluded (e.g., the employee is misclassified and should be reclassified to an included title). Any such challenge shall be raised in the Classification Committee and, if not resolved there, may be raised as a grievance. For those job classifications that have been historically excluded from the unit, employees occupying those jobs will remain excluded provided that the substantial functions of the job remain unchanged.

For any newly created jobs that do not fall within any of the categories listed below, the Company shall determine in the first instance whether the job should be excluded from the unit and shall provide the union with an exclusion memo explaining the reasons for the exclusion. It is understood that an Employee in a newly created job title shall be covered by this Agreement unless the job duties meet the National Labor Relations Act's test for exclusion of supervisory, managerial or confidential Employees ~~and/or the standards set forth in this section~~. The Union may challenge the Company's exclusion determination by raising the issue in the Classification Committee and, if not resolved there, through the grievance process.

Article II - Hours and Overtime

- 2) **Proposal Modified As Follows:** 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 three (3) ~~or more~~ additional hours, the Employee will be granted Comp Time for ~~all additional hours~~ time worked in excess of five hours.

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).

Does the company have any update on the creation of a team within the People department reviewing delivery of reports to the union?

- 2) **(Same Proposal)** 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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- 4) **Clarification of Dow Jones response from June 27:** Classification – Job Migrations. Union Prop #56 (Art. XVI(2)). Where the parties agree in Classification Committee that: (1) an employee (or group of employees) should be migrated to a different classified title, or (2) an existing classification should be migrated to a higher Tier, and where the affected employee(s) continue to perform essentially the same job duties, the Company will recognize the employee(s) experience credit (**Job Entry Date**) from their pre migration Tier and will place them in the same scale step (e.g., A, B, C) in the new Tier.

Given our agreement on experience credit/scale slotting, the union wants to be clear about this proposal: experience credit does not necessarily equal job entry date. If we agree that an employee slotted into a particular scale in one tier will retain that tier placement in the event of a tier migration as described above, the union can agree to this proposal

- 5) **(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.
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6) **(Same Proposal)** 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 \$170 per week.

7) **Proposal Withdrawn:** Delete “newsroom Employees” exemption from Section I, Stand-By Pay.

8) **(Same Proposal)** Adjust Stand-By Pay rates as follows:

Overtime eligible Employees. Effective 7/1/23, stand-by pay shall increase to \$260 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid \$78 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$52. Stand-by pay for a full week in which a holiday occurs shall be \$286. 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 \$309. An Employee required to be on stand-by on weekends or holidays only, will be paid \$93 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$62. Stand-by pay for a full week in which a holiday occurs shall be \$341. Effective July 1, 2024 and July 1, 2025 all rates shall increase by the same amount as the compensatory increase.

Article IV - Compensatory Increase

1) **(Same 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 15%
 - July 1, 2024 TBD
 - July 1, 2025 TBD
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2) **(Same Proposal)** Add new:

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%.

3) **(Same 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 a weekly gross wage equal to the median salary for all IAPE-represented employees.

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

5) **(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

1) **IAPE Counter Proposal, July 25, 2023:** *We make this counter-proposal, which includes your language, but also seeks to have the employee notified in writing of their status should they not be informed appropriately in their offer letter"*

Counter-proposal:

"The Company will include a reference to the probationary period in offer letters for new hires, provided that, if the Company fails to include the reference, the probationary period shall remain in effect. 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.”

If the company accepts this language, the union will withdraw its proposal to reduce probation to six months.

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- 5) **(Same Proposal)** Modify Section F as follows, and delete corresponding definition of “Location” in Section L:

Seniority is defined as the length of continuous employment at Dow Jones. The rule of seniority, for the purpose of this Article VI, except as provided below, is that the Employee having the least seniority in the affected job classification in their department ~~at their location~~ shall be the first dismissed; except that, for lay-off purposes only, the job classifications of reporter, special writer and senior special writer shall be considered to be the same classification. In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority wherever possible and practicable, which means among other things that the rule of seniority shall not apply if a position is eliminated and where the less senior Employee(s) in the same job classification perform functions that are substantially different and where the more senior Employee(s) lack the necessary skills and abilities to perform the remaining work at a satisfactory level of proficiency and cannot reasonably be expected to acquire the necessary skills and abilities through available training and/or on-the-job experience within a time frame that would allow the Company to both continue uninterrupted operations and also effect the planned reduction in staff by the date the job elimination is scheduled to occur.

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- 6) **(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.

- 7) **IAPE Counter Proposal, July 25, 2023:** Any Employee laid off within twelve (12) months of receiving a change in classification shall have the option of returning to their former position, so long as the vacancy still exists. If the job change requires a relocation, the move would be at the employee's expense.

Clarification: this proposal provides the employee with an opportunity to return to THE former position they occupied prior to a job change.

- 8) **Proposal withdrawn:** Add new: When an employee is discharged or otherwise involuntarily separated from employment, they shall retain access to Company email and their personal Google Drive (or equivalent) for purposes of transferring any personal material for a period of not less than seven (7) days after their separation date.
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Article VII - Severance Pay

- 2) **(Same Proposal)** Add the following new sections:

Retirement severance. Employees who have attained twenty (20) years of continuous service may retire and receive a lump-sum payment equivalent to 75% of their severance pay entitlements as calculated in Section A.1.

Previous offer from IAPE still stands: to withdraw this proposal if the company will agree to adjustments in retirement plan contributions.

(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 four (4) weeks' worth of severance pay.

Note: we recognize the company's acceptance of this proposal within its proposals for job security. If the company's proposal is tied to those other job security proposals, this is not a tentative agreement.

Article VIII - Holidays

- 1) **(Same Proposal)** Revise VIII-A list of holidays to include Indigenous Peoples Day and the day after Thanksgiving.
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- 2) **Proposal Withdrawn:** Extend employee discretion to choose cash or day in lieu of a holiday to all holidays, not only those after July 3 in any calendar year.
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Article IX - Vacations

- 1) **(Same Proposal)** Add a sixth week of vacation time for Employees who attain 10 years of continuous service.
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- 2) **(Same Proposal)** 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.

- 3) **(Same Proposal)** Modify Section E as follows:

An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1,250~~ \$1,750 per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

- 4) **(Same Proposal)** 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.

5) **Proposals withdrawn:** Add the following new sections:

Vacation progression. At the beginning of each calendar year, the company will send anniversary notices to Employees advising them of progression to the next vacation threshold.

Vacation errors. If an Employee's complement of vacation days is found to have been recorded in Company records inaccurately for one or more years, the Company shall pay to the Employee a sum equal to the total number of missing vacation time, at the Employee's current rate of pay.

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.

Does the company have an update on the People department reviewing delays in status updates?

Article XI - Grievance Procedure

1) **IAPE Counter Proposal:** Notice of Meetings. Modify the contract to provide that employees should have not less than one (1) hour three (3) 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 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 two (2) three (3) 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.

Article XII - Health Insurance and Benefits

- 1) **(Same Proposal)** Maintain current plan design and premium structure and existing 2023 maximums for all bargaining unit Employees, for the life of this contract, with the following exceptions:

- 2) **(Same Proposal)** 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.

- 3) Doula coverage: **IAPE accepts company counter proposal from August 8, 2023:** *The Company is willing to discuss the introduction of this benefit for 2025. 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.*

- 4) Out-of-network mental health coverage: **IAPE accepts company counter proposal from August 8, 2023:** *The Company will **AGREE** to 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. This is a significant plan amendment, but if this is important to our IAPE-represented employees the Company is willing to make the change.*

- 5) **Proposal Modified As Follows:** ~~Increase physical fitness reimbursement maximum to \$800 per year; m~~ Modify plan to allow for participation in wellness programs ~~and reimbursement of home gym equipment expenses.~~

- 6) **Proposal Withdrawn:** Increase the number of sessions covered through EAP for BetterHelp from 10 to 12 per incident.

- 7) **Proposal Withdrawn:** Include coverage through EAP for Pride Counseling (www.pridecounseling.com) with the number of covered sessions to match the number of sessions covered through BetterHelp.

- 8) **Proposal Withdrawn: Travel Reimbursement in Connection with Reproductive Health Care Services and Gender-Affirming Health Care Services.** For plan participants living in a state that has enacted laws making it illegal or impracticable to receive in-network sexual and reproductive healthcare services, including, but not limited to, contraceptives, abortion services (procedural and pharmaceutical) at any point during the pregnancy, and gender affirming care, and/or for plan participants who cannot access these services from in-network providers/facilities within 100 miles of their home address, the Company shall provide a travel benefit which provides reimbursement of transportation and lodging expenses, up to \$2,500 per year, when travel is required to receive gender affirmation services, fertility services, and abortion-related services. The travel benefit will be available to all plan participants, including dependents, enrolled in the offered medical plan(s). In order to be eligible for reimbursement travel must be primarily for, and essential to, these medical care services. Covered travel expenses include but may not be limited to coach airfare, rental vehicle, bus, and/or train expenses for the plan participant receiving the services and one support companion, if applicable. If the patient is a minor, reimbursement extends to the participant and two parents/guardians. Reimbursement is also available for tolls and parking with receipts, mileage driven in a personal vehicle, and lodging of \$100 per night for the patient and \$100 per night for a companion. In exigent circumstances, employees may request additional financial aid to cover expenses incurred while traveling to receive care.
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Article XIII - Leaves of Absence

- 1) **IAPE accepts company counter proposal from August 8, 2023:** *The company will AGREE to modify the 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.*
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Article XV - Part Time and Temporary Employees

- 1) **(Same Proposal) (from Aug. 3, 2023)** Revise Section H (or Article VI - Job Security) to provide for recognition of that a temporary employee's first day of performing work for Dow Jones ~~as a temporary employee shall be their hire date upon after~~ conversion to Covered Temporary Employee status **will not be considered probationary and all just cause protections will apply for the Employee.**

Article XVI - Special Committees

- 1) **Proposal Withdrawn:** Modify Section A as follows:

Classification Committee. A joint committee, consisting of two members to be named by the Company and two members to be named by the Union, shall be established and shall meet at least semi-annually to review any new jobs that have not been classified under this contract. A new job to be reviewed is one that has been established for at least one year and to which, from the date of the job's first establishment, there have been at any one time ~~three~~ two or more persons assigned. The joint committee shall determine a mutually acceptable description, classification and wage scale for the job.

- 2) **(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.
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- 3) **Proposal Withdrawn:** Modify Section C as follows:

Incentive Committee. There will also be a joint standing committee created with equal representation from the Union and the Company concerning incentive plans. Under the contract, ~~forty five (45)~~ sixty (60) days' notice must be given to the Union concerning a change, modification or termination of an incentive plan. Any notice given under this provision will be referred to the joint standing committee. The Union may refer any question concerning the plans at any time to the joint standing committee. The Company reserves all rights to make the final decision concerning the incentive plans. The Company agrees that, for any design changes to an incentive plan year over year, the Company will provide a written explanation for such changes. The Company also agrees to provide plan participants with a mechanism for tracking their progress towards their target incentive payouts. When an incentive plan is not finalized before the start date of a new plan period, Employees shall receive compensation equal to the greater of incentive payments calculated under the old plan or the new plan until such time as the new plan is marked "final."

Article XVIII - Retirement Plan

- 1) **Modify Proposal As Follows:** Modify the current Plan for IAPE-represented Employees to require ~~matching fixed~~ contributions from the Company ~~at 100% of the Employee's contributions up equal~~ to 6% of pay ~~for all Employees~~.
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- 2) **(Same Proposal)** Modify the current Plan for IAPE-represented Employees to require vesting of Employer contributions as soon as an Employee exceeds their probation period.
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Article XIX - Safety Matters

(Same Proposal) Add the following new sections:

- 1) 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)
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- 2) **Proposal Modified As Follows:** The Company shall demonstrate it has met all air quality safety requirements in Section 1 via ~~monthly~~ **quarterly** reports to the Union.
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- 3) **(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.
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Article XX - Nondiscrimination

1) Add the following new sections:

- **Proposal Withdrawn:** The Company shall actively recruit members of underrepresented groups, including but not limited to disabled individuals, members of the LGBTQ+ community, indigenous peoples, non-binary individuals, racialized individuals, veterans and women. In order to effectuate this section, the Company agrees that at least 50% of interviewees or each bargaining unit vacancy and each supervisory or managerial vacancy whose job involves the supervision or management of bargaining unit Employees must be individuals of underrepresented groups. The Company shall provide to the Union a quarterly record of demographic breakdowns for interviewees.
- **(Same Proposal)** 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 Modified As Follows:** 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. ~~This process shall also apply to hiring outside the bargaining unit.~~ The diversity audit shall be published and publicized by the Company.
- **See Union Response to Company Proposal: Anti-Harassment:** The Union and the Company are committed to creating a workplace free from harassment on the basis of any characteristic protected by Article XX, including but not limited to the use of epithets, slurs, negative stereotyping, threats, intimidation, bullying, and unwelcome sexual and/or romantic advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.
- **(Same Proposal) Safety Transfer:** When Employees feel it is no longer safe for them and/or their household to remain in their current office location as the result of implied or direct threats against them for their disability, gender identity, gender expression, race, religion and/or marital status, or for instances of domestic abuse, the Company shall agree to transfer the Employee to a new location at the Employee's request.

- Relocation under this Section will be at the expense of the Employee.
 - The Company shall notify the Union as soon as they are notified of the Employee's intentions.
 - The Employee must provide an updated address prior to relocating except in exigent circumstances.
 - The Company, Employee and Union will work together to determine the best Location for the Employee to Safety Transfer to within a reasonable distance of their new address. Flexibility will also be shown to allow for fully remote status during the Employee's relocation.
 - The Employee will not be permitted to Safety Transfer outside of the United States and/or Canada except in exigent circumstances.
 - Relocation outside of the United States and/or Canada will terminate Union representation and coverage under the Agreement.
 - Relocation outside of the United States and/or Canada does not guarantee job placement.
 - The Employee will retain their manager and seniority protections.
 - The Company will allow the employee to utilize up to three days of available paid time off and/or Comp Time to travel to their new destination. This time frame can be extended at the Company's discretion.
- **(Same Proposal) Gender neutral bathrooms:** The Company shall provide at least one gender neutral bathroom facility per occupied floor at each of its Locations.
 - **Proposal Withdrawn: Immigrant Protection:**
 - A. **Union Notification.** In the event an issue or inquiry arises involving the immigration status or employment eligibility of an employee, the Company, unless prohibited by law, shall notify the employee and the Union within one business day. The affected employee shall be given a reasonable opportunity, including necessary unscheduled leave, to remedy the identified problem.
 - B. **Social Security No-Match.** The Company will notify the Union upon receipt of any Social Security No-Match notice and will provide a copy of the notice to all employees listed on the notice and to the Union. A no-match letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. Unless required by law, the Company will not require that employees listed on the notice bring in a copy of their Social Security card for the Company's review, complete a new I-9 form, or provide a new or additional proof of work authorization of immigration status.

C. **ICE Non-Cooperation.** Unless required by law, the Company will not allow Immigration and Customs Enforcement (ICE) to enter any facility where employees of the Company work.

See Highlighted Responses: DJ Response July 18, 2023

Proposal in response to union's proposal re: amendment of Article XX (non-discrimination)

The Company rejects the Union's proposal, but counter-proposes to amend Article XX as follows (new language underlined):

ARTICLE XX – NONDISCRIMINATION AND ANTI-HARASSMENT

The Union and the Company agree to continue their policy of nondiscrimination as follows: the union shall not discriminate against applicants for Union membership, and the Company shall not discriminate against Employees, including regarding compensation, for reasons of race, color, sex, sexual orientation, gender identity **and expression**, creed, national origin, age, disability, veteran's status, union activity, or refusal to join in such activity. The Company shall take affirmative action to promote the goals of this Article as regards race, color, sex, creed, national origin, age, disability and veteran's status only. Nothing in this article overrides the provisions of Article X of this agreement.

The Company is committed to its equal employment opportunity policy, which promotes the recruitment and hiring of a diverse workforce, including employees of any race, color, sex, sexual orientation, gender identity **and expression**, creed, national origin, age, disability and veteran's status.

The Company is also committed to its anti-harassment policy, which prohibits harassment of employees based on their sex, sexual orientation, gender identity **and expression**, age, disability, national origin, race, religion, service in the military, or other protected traits.

Article XXII - Job Posting

1) **(Same Proposal)** Add the following new sections:

- Union-represented positions shall be advertised as such in all internal and external job postings and communicated during the interview process whether through the People department or a third-party contracted by the Company.
- 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.
- All Employees who meet or exceed the posted qualifications and skills required for a position for which they apply shall be granted an interview by the Company for the position.

Article XXIV - Miscellaneous

1) **Proposal Withdrawn:** Modify Section I as follows:

The Company shall continue to provide late-night taxi, Uber, Lyft, or similar service to Employees working in offices where, in the Employee's ~~manager's~~ discretion, use of public transportation is unsafe. ~~This is not intended to expand the manager's discretion under the prior policy.~~

2) **(Same Proposal)** Add the following new sections:

- **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.
- **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.

- **Artificial Intelligence:** The Company shall not displace bargaining unit Employees by using artificial intelligence models such as ChatGPT or Bard. If the Company wishes to integrate artificial intelligence technology with work performed by bargaining unit Employees, the Company shall present a proposal to the Union not less than sixty (60) days before desired introduction to evaluate the technology. The Union shall have the right to request bargaining about the desired introduction, and, unless the parties reach agreement on its introduction, the artificial intelligence technology shall not be integrated into the work performed by bargaining unit Employees.
- **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.
- **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.
- **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.
- **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.
- **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.

- **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.
- **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 for the duration of this Agreement. 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.
- **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.
- **Source Protection:**
 - A. 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.
 - B. 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.
 - C. 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

- **Social Media:**
 - A. 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.
 - B. 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.
 - C. No employee shall be required to disclose or show to the Employer the contents of another employee's personal social media accounts.

- **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

- 1) This contract shall be in effect from July 1, 2023, to and including June 30, 2026.

Responses to Company Proposals

H. Eligibility for increases. Only employees active on payroll or active but on authorized leave as of the date the Company processes the increases in the payroll for any year will be eligible for any increases, including retroactive amounts, if any. Any changes to shift differential, Stand-By pay, or other premium payments (other than base wages, including scale increases) will not be retroactive. (This revision clarifies the Company's intent and corrects an error regarding treatment of scale increases, which are retroactive.)

IAPE Response

With the understanding that employees who separate after July 1 shall receive severance pay commensurate with post-July 1 pay rates, the union can accept this proposal.

3. Procedures for Reductions in Force.

A. Merit as first criterion. The Company proposes to withdraw its current proposal, provided that the parties reach agreement on an alternate proposal, and proposes the following alternate proposal:

- (1) increase "recent hire" window from 2 years to 5 years;
- (2) increase "equivalent" group bands from 1 year to 5 years;

(3) for out-of-seniority selections within the “equivalent” groups (employees with more than 5 years of service), add a premium of 4 weeks of additional severance pay.

IAPE continues to oppose an increase to five years in seniority windows. A priority for the union is an adjustment in seniority, including changes to definitions of “Location” and “Department.” The new hire window alone would impact more than half of current members in addition to any newcomers. This company proposal is detrimental to our members’ seniority rights. IAPE appreciates the company’s interest in increasing or preserving department diversity, but we argue this is not the way to do it. Even with the current seniority windows, January layoffs resulted in at least two selections of racialized individuals for layoff over their white colleagues considered to have the same seniority.

B. Volunteer Process. **(Same proposal)** 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.

IAPE Response July 25, 2023

Same Counter Proposal: *Would the company be willing to re-assume responsibility for notification of the volunteer process to eligible employees, since this was once an employer function (pre-2016)?*

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. **(Same Proposal)** 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.

Same Response: *We’re not inclined to accept this proposal. We continue to stand by our proposals to clarify language around location and department structure. We recognize the impact these proposals have in job security and department clarity. In that context, we wonder if there’s additional conversation we can have to smooth out these wrinkles.*

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 15th of the month.

DJ Response August 8, 2023

(applicable to payout of accrued and unused vacation time upon separation from employment) to provide that each month will accrue if the employee is an active employee on the 15th day of the month.

IAPE Accepts This Proposal

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.]

IAPE Rejects This Proposal

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.

Without an agreement on a cap on the number of in-office working days, the union cannot accept this proposal.
