

MEMORANDUM OF AGREEMENT

Between

DOW JONES & COMPANY

And

IAPE/CWA LOCAL 1096

for a new collective bargaining agreement effective through January 31, 2010

November 20, 2007

The parties to a collective bargaining agreement effective from May 1, 2003 through January 31, 2007 hereby agree to extend the contract through January 31, 2010, with the modifications specified in this Agreement. All other terms of the expired contract remain unchanged, except as specified here or as such terms must be modified in order to conform to this Agreement.

Contract Modifications

I. Wages and Compensation

A. Compensatory Minimum:

Effective and retroactive to February 1, 2007:	3.00%
Effective February 1, 2008:	3.00%
Effective February 1, 2009:	3.00%

B. Minimum scales. Increase all current minimum scales by 1.5% (i.e., one-half the percentage of the compensatory increase) in each year. Scale increases will be retroactive to February 1, 2007.

C. The Cap. Increase Cap threshold under Article IV(F)(4) for the wage increase retro to 2/1/07. Employees earning a base salary of \$2,500 per week as of 1/31/07 will receive an increase of \$64 per week as of 2/1/07. For increases scheduled for 2/1/08 and 2/1/09. Article IV(F)(4) shall be inapplicable and will be deemed stricken from the contract. Delete Article IV(G).

D. Cost of Living Adjustment (COLA). Replace the current Article IV(D) with the following:

D. 1. If the cost-of-living index (COL), as computed below, exceeds the percentage of the compensatory increase for the next contract year by more than a quarter-percent (0.25%), then the compensatory increase for the next contract year will be adjusted to match the COL (to two decimal places) on a point-for-point basis up to a maximum adjustment of one-half percent (0.5%). If the COL exceeds the scheduled compensatory increase by more than a half-percent (0.5%), then the compensatory increase will be further adjusted by one-half of the amount by which the COL exceeds the scheduled compensatory increase by more than 0.5%, up to a total maximum cost-of-living adjustment of one percent (1%), with all numbers rounded to two decimal places. The cost-of-living increase described herein shall not apply to the compensatory increase effective upon ratification of the contract, but shall apply effective with the February 1, 2008 scheduled increases.

2. 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 195.3. To calculate the cost of living, take the annual average CPI index for the calendar year ending immediately prior to the scheduled wage increase (e.g., the 2007 annual index for the wage increase due on February 1, 2008), divide by the annual index for the prior year, and subtract 1. Convert this number to a percentage and compare to the compensatory percentage increase due the following February 1.

- *Example:* For the wage increase of 2/1/06, the cost-of-living index for calendar year 2004 was 188.9 and for 2005 was 195.3, making the increase in the cost-of-living 3.39%: $\{(195.3/188.9)-1 = 3.39\%$

E. Shift Differential and Stand-By Pay.

Shift Differential. Amend Article III(G) to provide for new shift differentials as follows:

Upon ratification:	\$82/\$70
2/1/08:	\$82/\$72
2/1/09:	\$85/75

Stand-By Pay. Amend Article III(I) to provide for stand-by pay of \$150 (week), \$160 (holiday week), \$30 (single day), and \$40 (weekend/holiday single day). New rates effective upon ratification of the contract.

F. Minimum Increase. Amend Article IV(C) to provide for a minimum wage increase in each year of the agreement of \$24 per week. New minimum increase amount applies to the retroactive 2/1/07 wage increase.

G. Premium Pay. Amend Article II(F) to read as follows (effective upon ratification):

F. Premium Pay. If an Employee is assigned to work on his or her day off in any payroll week, including Employees working 3- or 4-day work weeks, or if an Employee is required to work on the day of a previously requested and approved optional holiday or “floater,” pursuant to Article VIII A or B, he or she shall be paid a minimum of **five (5) hours’ pay** at the rate of time and one-half, **except that if an employee works more than five (5) hours on such a day, he/she shall be paid a minimum of seven (7) hours’ pay at the rate of time and one half**. This provision shall apply to both overtime exempt and non-exempt Employees. In addition, if such time worked is a previously approved floater, the Employee will be permitted to use that floater on a future day pursuant to the provisions of Article VIII A or B. Employees must submit a claim for Premium Pay within thirty (30) days of the date worked. The appropriate manager must approve or deny the claim within thirty (30) days of submission. Any grievance concerning a claim for Premium Pay must be filed within forty-five (45) days after the denial of the submitted claim, and in no event more than 105 days after the date worked.

II. Health Care Plans (Article XII and Health Care Plan Addendum)

Amend the contract’s Health Care Addendum to reflect the following changes in health insurance coverage, including retiree health care coverage. Changes to the Health Care Plan are effective as of January 1, 2008 unless noted otherwise.

A. Move from PPO plan to POS II plan

Move from the current Aetna Open Choice PPO network to Aetna’s Choice POS II network.

B. Managed Choice Plan

Except for doctor’s office visits, which will continue to be paid at 100% after a \$20 co-pay, in-network coverage for many expenses will be reduced from 100% to 90%. Additionally, to limit potential out-of-pocket expenses, new in-network out-of-pocket maximums of \$2,000 (individual) and \$4,000 (family) will be added.

Managed Choice Plan		
Item	In-Network	Out-Of-Network
Physician office visits	Covered at 100% after \$20 co-pay per visit	70%
Deductible (per person)	None	\$650
Coinsurance (for expenses other than physician office visits)	90%	70%
Out-of-pocket maximum per individual	\$2,000	\$6,500
Out-of-pocket maximum (family total)	\$4,000	\$6,500 per person

C. Prescription Drug Plan (through Aetna, CVS Caremark (formerly PharmaCare), or other provider(s))

For prescription drugs provided under the Aetna Choice POS II plan (as the successor to the PPO plan), the Aetna Managed Choice Plan, and HMOs to the extent possible, increase the co-pays for drugs as follows: The Company will review and evaluate prescription drug providers and may change providers or add additional providers at any time in order to take advantage of available cost savings and discounts.

Prescription Drug Co-Payments	
Retail (1 mo. supply):	
• Generic	\$10
• Brand (formulary)	\$20
• Brand (non-formulary)	\$40
Mail Order (3 mo. Supply):	2 times retail
Annual Out-of-Pocket Maximum: (Individual/Family)	\$1,600/\$3,200

D. Implement a Wellness/Disease Management Program. Implement Aetna-provided “Aetna Health Connections” program (including an online health risk assessment process known as “Simple Steps to a Healthier Life”) as an option for all employees. Participation in the program will be entirely voluntary. Dow Jones would pay a fixed monthly fee per employee to Aetna.

E. Retiree Health Care Plan

{The contractual obligations regarding retirement health care benefits apply solely to current IAPE-represented employees who are active during the term of this contract and/or who retire during the term of this contract, and are applicable only for the term of this contract. The Company reserves the right to amend, modify or terminate benefits under the Plan (including, without limitation, retiree health care benefits), as well as all of its other legal rights concerning modifications to its benefits affecting former employees, including, without limitation, (i) with respect to employees who retired before the effective date of this contract or after the expiration of this contract, and (ii) with respect to modifications that take effect after the expiration of this contract.}

1. Changes for Current Employees

Implement changes made applicable to all corporate employees effective January 1, 2006, as follows:

For those who are not exempt (as set out below) from the changes and who retire on or after contract ratification, retiree prescription drug coverage is modified effective as of the ratification of the contract as follows:

Employees and/or dependents age 65 or over:

- Dow Jones will no longer provide retiree prescription drug coverage.
- Retirees will be directed to join the Medicare Part D prescription drug program.

Employees and/or dependents under age 65:

- Dow Jones will continue to offer retiree prescription drug coverage under the Retiree Healthcare program.
- Effective upon ratification, drug benefits will be revised to generally provide the same features and costs as the standard Medicare Part D Plan.
- Costs will generally be the same as the national average for the standard Medicare Part D Plan.

Employees exempt from the changes:

- IAPE Employees age 60, or whose age and service equals 75 as of February 1, 2007.
- IAPE Employees retired before ratification of this contract.

2. Changes for Future hired Employees:

IAPE employees hired on or after ratification, will not be eligible for **any** retiree health care benefits from Dow Jones (medical and prescription drug benefits).

3. Retiree Base Premium Contributions

Effective January 1, 2008, all employees covered by the terms of this contract who retire during the term of the contract will be required to pay base premium contributions as follows:

2008 – 7.25%
2009 – 9.50%
2010 – 12.0%

These base premiums are to be paid for retiree medical coverage regardless of the points earned by a retiree, and are in addition to any other payments a retiree is required to pay under the point schedule.

- F. Health Savings Account Option. The Company reserves its right to negotiate mid-term over implementation of voluntary HSA option, subject to the union's acceptance.
- G. Annual Physicals and Adult Immunizations. Modify the current medical plans to provide coverage, subject to the terms of the applicable plans, for annual physical examinations for all employees and family members, and coverage for all immunizations, including adult immunizations.

III. Money Purchase Plan

Amend Article XVIII(A) to reflect the following changes in contribution levels under the Money Purchase Plan, which will affect “new hires” only:

For new IAPE employees – those who begin employment after the ratification date of this Agreement -- the Company will adjust its contributions under the Dow Jones Money Purchase Retirement Plan to match the same changes announced for management employees hired on or after January 1, 2006. Under the new formula, Company contributions will be “tiered” based on an employee’s length of participation in the plan. Contributions will start at 2% of eligible compensation (after the employee’s waiting period is satisfied) and will level off at 5% after 8 years in the plan. The following chart shows the contribution schedule for IAPE new hires under the new, tiered formula:

Years Participating in Money Purchase Plan – after Waiting Period	Company Contribution on All Eligible Compensation	Additional Company Contribution on Eligible Compensation Over the Social Security Wage Base
First through Third	2%	2%
Fourth through Eighth	3.5%	3.5%
Ninth and Beyond	5%	5%

IV. Time-Off Benefits

A. Sick Pay. Amend Article XVII(J) to read as follows (effective upon ratification):

J. **Sick Pay**. The Company shall maintain a policy of sick leave pay for illnesses of short duration. Employees shall be paid for days of absence not covered by other types of leave (including Short-Term Disability, FMLA, and state family leave statutes) and subject to administrative rules that the Company may adopt from time to time provided that employees covered by this contract shall be governed by the same rules that apply to non-union employees. Sick leave pay may also be used for dependent care such as family illness.

B. Vacation & Holidays.

Upon ratification, all unit members will be granted two additional personal holidays to be used by the end of the calendar year 2007.

Vacation: Amend Article IX as follows (effective January 1, 2008):

B. The Company will grant vacation with pay to regular full-time Employees based on the Employee achieving the specified length of continuous service at any time during the current vacation year as follows (effective calendar year beginning January 1, 2008).

<u>Length of Continuous Service Attained During Current Vacation Year</u>	<u>Weeks of Paid Vacation</u>
Less than 3 years	3 weeks
3 years	4 weeks
6 years	5 weeks

D. 1. Any Employee who leaves the employ of the Company during the current applicable vacation year without taking his or her vacation shall be entitled to receive a cash settlement corresponding to the Employee's vested unused vacation time if the Employee is eligible for severance pay under Article VII. Vacation time shall vest monthly (pro rata).

G. 1. Regular part-time Employees shall be entitled to paid vacation based upon attaining the anniversary of their employment at any time during the current vacation year as follows:

<u>Length of Continuous Service</u>	<u>Weeks of Paid Vacation</u>
1 year	2 week
4 years	3 weeks
7 years	4 weeks

H. Vacation time may not be carried forward into a new calendar year.

Holidays. Amend Article VIII-A to read as follows (effective January 1, 2008):

A. 1. The following shall be considered holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, or the days celebrated by the United States federal government as such.

In Article VIII-A, delete current Subparagraph A(2). Delete the reference to Martin Luther King's Birthday from current Subparagraph A(3) and re-number this subparagraph as A(2). Amend Paragraph VIII-A(B) (with equivalent changes to VIII-B) to read as follows:

B. 1. Employees on five- and four-day workweeks also shall be eligible for six additional holidays per year, or six days of pay at straight time rates, or any combination thereof, at the discretion of the Company; Employees on three-day workweeks shall be eligible for four additional holidays per year. If the Company selects that days off will be granted in lieu of pay, the date or dates shall be selected by the Employee, except that the Company may limit the number of persons absent, if any, from any department on a given day if it is necessary, in the opinion of the Company, to permit the normal functioning of

business. An Employee must submit a request for such time off at least ten days in advance, except that a request for time off for dependent care or family emergencies may be made upon reasonable notice.

2. During the first year of employment, an Employee shall be entitled to the aforementioned floating holidays, as follows, depending on the date of hire:

January 1 to March 31	6 holidays
April 1 to June 30	4.5 holidays
July 1 to September 30	3 holidays
October 1 to December 31	1.5 holidays

V. Additional Contract Changes

A. Severance Pay (Article VII.)

Amend Article VII by adding a new Subparagraph A(3) as follows:

3. If the dismissal is a layoff due to outsourcing, the Employee will receive full severance pay as provided above, plus an additional four (4) weeks' wages.

Renumber Article VII's current subparagraphs A(3) and A(4) as A(4) and A(5), respectively. Add to Article VII a new Paragraph C to read as follows:

C. Release Requirement. As a condition of receiving severance benefits provided for anywhere in this Agreement, the Employee must execute a general Release of claims against the Company. The Union will retain all rights to file grievances and proceed to arbitration according to the terms of the contract regarding any claimed contract violation. The employee's release of claims will specifically exclude claims arising under a collective bargaining agreement as well as claims for workers' compensation benefits and unemployment benefits.

[Form for Release Attached]

B. Job Security (Article VI): Outsourcing, Retraining Allowance and Notice.

Amend the current Paragraph C of Article VI by renumbering it (C)(1) and adding the underlined text below:

C. 1. If a regular full-time Employee is to be discharged because of reduction in force or elimination of a job function, the Employee and the Union shall be given 30 calendar days' notice, except that when a reduction in force or elimination of a job function would

result in the layoff of Employees fewer in number than all of the Employees in the affected job classification in the affected department at the location, the notice requirements prescribed in Section D shall apply. Notwithstanding the above, where the layoff is due to outsourcing, the Employee and the Union shall be given at least 45 days' notice.

Add to Article VI a new Subparagraph (C)(2) to read as follows:

2. Where an Employee is laid off due to outsourcing, the Employee's right to severance pay will vest on the layoff date included in the original notice (except as provided below) unless the Employee accepts another full-time or regular part-time position within the Company. Notwithstanding the above, the Company may modify a noticed layoff date by (a) accelerating the date to an earlier date without penalty provided that the new date is more than 45 days from the originally-noticed date and provided the employee consents to this acceleration; or (b) extending the layoff date to a date at least 30 days later than the originally-noticed date, provided that the Company gives notice of the modified layoff date not more than 45 days after the original notice date and not less than 60 days before the modified layoff date. IAPE will receive copies of all notices described in this provision.

Retraining Allowance. Amend Article VI(H) to read as follows:

H. Retraining Allowance. (1) If an Employee is terminated because the Employee's specific job is replaced by an automated system not previously operated by Dow Jones, or due to outsourcing, the Company will provide a retraining education allowance in an amount not to exceed \$12,000. The Employee must apply for admission to the school within 6 months from the date of termination and must have completed the courses for which he or she has enrolled within 2 years from the date of enrollment. Payments for educational assistance will be paid directly to the educational institution selected by the Employee. If the Employee withdraws from the program, any refund for tuition, up to the amount of the allowance paid by Dow Jones, will be paid to the Company.

(2) Employees who have completed three years of employment who are laid off (and who are not eligible for retraining allowance under subparagraph (1)) shall be eligible for up to \$3,500 in retraining allowance, invoices for which must be submitted within one year of the layoff, but is otherwise subject to the same terms as subparagraph (1) above.

Notice and Consultation Regarding Outsourcing. Add a new Paragraph M to Article VI, to read as follows:

M. Notice and Consultation Regarding Outsourcing. In the event of layoffs due to outsourcing, the Company will notify the union not less than fourteen days before the beginning of any notice period

required by this contract and will consult with the union concerning the outsourcing decision and effects on employees, provided that the Company will retain the sole right to determine whether to outsource jobs and whether to lay off employees.

C. Scope of Representation Clause. Amend Article I(A) to read as follows:

This contract is applicable to each of the following offices and locations. This contract will be extended to employees of Dow Jones & Company at each other separate office or location of the Company, including one-person offices, that exist as of the date of the ratification of this Agreement and at which the Union may hereafter during the term of this contract demonstrate that it represents a majority of Employees other than those employed in the typographical, stereotyping, press, mailing, paperhandling, delivery and machinist departments. This provision shall not apply to offices or employees of parent companies of Dow Jones and their subsidiaries or affiliates, or to companies that may be acquired during the term of this Agreement.

D. Smoking Policy. Delete Article XIX(E).

E. Clarify arbitration filing language. Amend Article XI(D)(4) to clarify that, in order to meet the filing deadline established in this paragraph, the union must file a formal, written demand for arbitration with the appropriate third party within the allotted timeframe. In the case of grievances arising in the New York/New Jersey metropolitan area, such a demand must be filed with either the appropriate panel arbitrator or the American Arbitration Association. In the case of grievances arising outside of the NY/NJ area, arbitration demands must be filed with the AAA.

F. Emergency Child Care. Amend Article XXIV(N) to increase the annual allowance for emergency back-up child care to \$600, with a maximum of \$120 per day. [Effective January 1, 2008]

G. Union withdraws pending ULP charge with prejudice.

**Independent Association of
Publishers' Employees**

Dow Jones & Company

By: _____

By: _____

Dated: _____

Dated: _____