

DOW JONES & COMPANY

PROPOSAL 3 (select issues)

July 18, 2023

All Company proposals remain unchanged except as provided below. All Company responses to union proposals remain unchanged except as modified below.

Job Security (seniority, layoff, severance) and Anti-Harassment Issues

**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.

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.

C. Process for applying for an available position (Art. VI(J)). (Same Proposal) 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.

J. Employees while on notice of layoff and for thirty (30) days following their effective termination date shall have priority over non-employees for any job opening for which they are qualified, provided their performance in their job held at the time of termination is satisfactory. Employees eligible for priority under this Section must apply for the job opening in question and must indicate in their application that they are eligible for priority. The Employee's qualifications for the job shall be determined by the hiring manager.

The Company shall determine whether, and to what extent, relocation expenses will be provided to Employees referenced in the preceding Section, except in the case of a transfer to which Article V of this Agreement applies.

D. Layoffs involving outsourcing. **(Same Proposal)** 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.

### Union Proposals

#20 – Reject proposal to reduce the length of the probation period, but **accept** the proposal regarding notice to employees as follows

“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.”

#21 – Reject proposal to require payment upon discharge for cause.

#22 – Company will **agree** to increase retraining allowance by \$1000 at each benefit level.

#### 1) Outsourcing or automation:

- 9-18 months -- ~~\$3,000~~ **\$4,000** retraining allowance + Level 1 outplacement
- 18 months-3 years -- ~~\$6,000~~ **\$7,000** retraining allowance + Level 1 outplacement
- 3-5 years -- ~~\$9,000~~ **\$10,000** retraining allowance + Level 2 outplacement
- 5+ years -- ~~\$12,000~~ **\$14,000** **\$13,000** retraining allowance + Level 2 outplacement

#### Reductions in force or job elimination:

- 9-18 months -- Level 1 outplacement
- 18 months-3 years -- Level 2 outplacement
- 3-5 years -- ~~\$3,500~~ **\$4,500** retraining allowance + Level 1 outplacement
- 5+ years -- ~~\$5,000~~ **\$6,000** retraining allowance + Level 2 outplacement

#23 – Reject proposal to expand rehire rights from 1 month to 6 months.

#24 & 25 – Reject proposals to modify contract definitions or application of location or department.

#26 – Reject union’s proposal regarding bumping rights.

#27 – Reject proposal to allow access to company systems after layoff.

#28 – Reject proposal to modify the existing contract language re: sale of a business unit severance.

#29 – Company has already T/A’d the proposal to add language to the contract similar to language already included in standard separation agreements: severance to be paid next payroll cycle after effective date of agreement, but failure is not a breach so long as payment is made as soon as reasonably practicable. [T/A]

#30 – Reject proposal to allow an employee option for a “retirement” payment.

#31 – Proposal re: extra severance pay for employees laid off out of seniority addressed above in Company proposals.

#54 – Reject proposal to modify contract re: Temporary employees.

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#84 – 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, 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, 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, age, disability, national origin, race, religion, service in the military, or other protected traits.

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