

# IAPE TNG/CWA LOCAL 1096

## PROPOSAL NO. 22

April 18, 2024

*(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.)*

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

### **Responses to Company Proposals**

**General Compensatory Increase:** Reject company proposal for combined Year 1 & 2 increase of 7.00%, effective upon ratification; Year 3 increase of 3.00% July 1, 2025; Year 4 increase of 3.00% July 1, 2026; \$1,500 lump sum representing retroactive pay; and 2025 lump sum equal to one-half of premium percentage increases, not to exceed one-half of one-percent of salary.

*The proposal presented by the company on April 11 would actually result in less pay for IAPE members than its proposal from March 21, containing a May 1 effective date for a combined Year 1 & 2 increase of 6.75%. The union continues to insist on retroactivity and real pay increases reflecting company performance, market rates and increases to the cost of living.*

**Minimum Scales:** IAPE Counter: Effective July 1, 2023, **all scales shall be increased by 5%**. Effective July 1, 2024, July 1, 2025 and July 1, 2026 all scales shall be increased by a percentage equal to **half of the negotiated compensatory increase**.

**Healthcare Premiums - US:** Reject company proposal for Schedule of premium increases from Company Proposal #4.

*The company has compared premiums paid by Dow Jones employees to those paid by union-represented staff at The New York Times. The union recognizes Times staff are required to pay premiums of approximately 9% of salary for a PPO plan, but also notes that Time plan participants enjoy significantly lower deductibles and copays, 100% coinsurance and lower maximum out-of-pocket limits (except for the prescription MOOP). Times compensation also*

tends to be significantly higher than for employees at Dow Jones. The union continues to insist on premium increases tied to inflation rates.

**Healthcare Premiums - Canada:** Reject company proposal to permit premiums for employees in Canada to increase by the same amount as applicable to U.S. medical plan options.

*Under the company's current proposal, increasing premiums for employees in Canada by up to 0.5% of salary could result in a 10x hike in premium rates. The union questions whether this is actually the company's intention with this proposal.*

**Additional Paid Holidays:** Accept company proposal to add the Day After Thanksgiving as a holiday provided that the company also gives the holiday to non-union employees.

*The union will also withdraw its proposal for an additional Personal Day during years when the Day After Thanksgiving is not granted as a holiday.*

**Department Definition and Department List:** Union response on hold pending outcome of department discussions. See below for union "Location" proposal.

**Package Proposal - RTO Sideletter/Book Leave/IP Rights/Source Protection:** Reject company proposal. Union proposals remain.

*The company's reference to Book Leave and IP Rights as "non-economic issues" was accurate in the sense that the union's proposals will not result in additional cost to the company. However, these are very much economic issues for affected employees. See below for union proposals.*

**Additional open issues:** See below.

### Open Issues

**Scope of Agreement:** Excluded Personnel – Delete exclusion for Photo Editor.

**Compensatory Increase:** 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	8.5%
July 1, 2024	5.5%
July 1, 2025	5.5%
July 1, 2026	4.0%

**Location:**

Revise Section L. "Location" as follows:

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.

**Health Insurance and Benefits:** (In response to Company proposal 15) ~~For~~ Premiums will remain unchanged for calendar year 2024. For calendar year 2025, the Company may increase all plan premiums by up to 0.25% of Employee salary. For future benefits plan years, the Company may increase plan premiums by an amount equal to the average CPI for the 12 month period ending June 30 of each year. For example: if CPI for the 12-month period ending June 30, 2025 = 5%, the Company may increase the 2026 premium for POS Employee + Spouse coverage from 4.6% to 4.83%. Plan design for 2027 TBD.

Plan Design: The Company shall maintain plan design for all health care plans, except where changes are required as a result of IRS rule changes. In the event of such changes, the Company shall promptly notify the Union and provide a description and effective date of those changes.

Physical Fitness Reimbursement: Modify plan to allow for participation in wellness programs.

**Miscellaneous:** 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:**

1. The introduction of new AI technology will be subject to the current provisions of Article VI (G). [30-day notice, training requirements, etc.]
2. The voices of bargaining unit employees (from podcasts, voice recordings, video voice-overs, or otherwise) will not be used to create voicebanks or other structures that would allow an article to be read in any bargaining unit Employee's voice without the employee's specific consent.
3. Generative AI shall not be used to provide publishable content that could otherwise be "Bylined" by a bargaining unit employee.
4. In the event that automation or any new technology results in the elimination of any bargaining unit position, the Company shall pay **six (6)** additional weeks of severance pay in addition to existing severance and enhanced retraining and outplacement assistance benefits.

**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 through the end of ~~2025~~ 2024. 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.

**Source Protection:** 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.

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.

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

#### **Article XXVI - Duration and Renewal**

This contract shall be in effect from July 1, 2023, to and including June 30, ~~2026~~ 2027.

## Tentative Agreements

Article I - Scope of Agreement - **[New Section] Union membership for remote workers.** 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. (Reached 8/29)

Article I - Scope of Agreement - **B. Excluded Personnel. 3.** Modify the contract to provide that Interns (limited to a period of 15 months) are excluded from the bargaining unit. (Reached 8/3)

Article III - Job Classifications and Wages - **[New Section] Experience Credit – Scale Slotting.** All newly hired employees will be granted experience credit and slotted into the scale step closest to, but less than, their actual pay rate. (Reached 8/22)

Article III - Job Classifications and Wages - **[New Section] Experience Credit – Title/Job Migrations.** 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. (Reached 8/22)

Article III - Job Classifications and Wages - **G. Shift Differential.** 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 \$155 per week. (Reached 8/31)

Article III - Job Classifications and Wages - **I. Stand-By Pay. 2. Overtime Eligible Employees.** Effective 7/1/23, stand-by pay shall increase to \$240 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid \$72 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$48. Stand-by pay for a full week in which a holiday occurs shall be \$264. (Reached 9/7)

**3. Overtime exempt Employees.** Effective 7/1/23, stand-by pay shall be \$285. An Employee required to be on stand-by on weekends or holidays only, will be paid \$57 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be \$86. Stand-by pay for a full week in which a holiday occurs shall be \$314. (Reached 9/7)

Article IV - Compensatory Increase - **C. Minimum Increase.** The minimum increase for each contract year shall be adjusted to reflect a weekly minimum dollar pay raise equal to the compensatory increase applied to a weekly gross wage of \$1,500.

Article VI - Job Security. Probation Period. 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. (Reached 8/22)

Article VI - Job Security. C.1. 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.

Article VI - Job Security. F. 2 and 3. Structure of Seniority Groups (as modified) Increase new-hire seniority equivalency from 2 years to 3 years. 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 or longer service than a retained employee in the same seniority group.

Article VI - Job Security. H. Retraining Allowance and Outplacement Services.

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~~ **\$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 (Reached 8/3)

Article VI - Job Security. J. Payment of Severance During Rehire Period. 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. (Reached 8/22)

Article VI - Job Security. **K. "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.

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.

Article VII - Severance Pay. [New Section] **Severance payment date.** 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. (Reached 7/18)

Article VII - Severance Pay. [New Section] **Severance Pay - 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 two (2) weeks' worth of severance pay.

Article IX - Vacations. **D.** 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 15<sup>th</sup> of the month. (Reached 8/22)

**E. Vacation Sellback.** An Employee who is entitled to at least three weeks of vacation and whose compensation is ~~\$1,250~~\$1,500 per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

Article XI - Grievance Procedure. **Notice of Disciplinary Meeting.** E. Meetings will be scheduled on not less than 2 hours' notice delivered to both the union and the employee (unless exigent or emergency circumstances require an earlier meeting, per the current contract language). The meeting may be scheduled on 1 hour's notice if the Company contacts the union and confirms the availability of the union rep for the meeting, or may mutually agree to a longer or shorter



amount of notice to the employee. The Company will provide a copy of any disciplinary notice to the union if a union rep attends a meeting. Additional language in the current contract to be adjusted in accordance with the above. (Reached 9/7)

Article XI - Grievance Procedure. E. Define discharge meetings (except for those where layoff notices are delivered) as “disciplinary” and to similarly advise Union-represented Employees of their right to have a Union representative present. (Reached 6/27)

Article XII - Health Insurance and Benefits. **Out-Of-Network Mental Health Coverage.** Apply in-network reimbursement percentages (subject to the Aetna R&C and other plan terms) for out-of-network providers for mental health services [Currently in place for 2024].

Article XII - Health Insurance and Benefits. **Doula Coverage.** The Union is willing to accept a 2025 introduction of this benefit, per the Company’s explanation. (“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.”)

Article XII - Health Insurance and Benefits. **Future Plan Improvements.** 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.

Article XIII - Leaves of Absence. C. **Bereavement Leave.** Apply new corporate benefit, including increase the number of days of benefits available and removal of restrictions on the identity of persons whose deaths qualify for leave [Currently in place for 2024].

Article XIV - Parental Leave: Remove distinction between primary and secondary caregivers.

Article XVI - Special Committees. **Procedure for slotting newly classified jobs.** For any employees in a job title that the Company and the union agree should be classified on a date before the date of any scheduled pay increase cycle, and where the parties later agree to a Tier assignment for the newly-classified title, the Company agrees to retroactively apply the applicable scale step increase to such employees as of the effective date of the general compensatory increase for that pay increase cycle. (Reached 10/24)

Article XX - Nondiscrimination. 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.  
(Reached 8/22)

**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.

**Health Care Coverage - Glide Path/Side Letter - Plan Design.**

**Choice POS II - Tentative Agreement**

Choice POS II Provision	2023 Plan Design	2025/26 Tentative Agreement
<b>In-network plan design</b>		
Deductible	\$600 / \$1,200	\$700 / \$1,400
PCP Visit	\$35 copay	\$40
Specialist Visit	\$50 copay	\$50
Emergency Room	20% after \$300 copay	20% after \$300 copay
Coinsurance	20%	20%
OOP Maximum (Incl. Deductible)	\$4,000 / \$8,000	\$5000/\$10,000
OOP Maximum Type	Embedded	Embedded
<b>Pharmacy plan design</b>		

Rx Deductible	N/A	N/A
Retail Rx: Generic	\$10 copay	\$15 copay
Retail Rx: Brand	30% coinsurance	30% coinsurance
	(\$30 min, \$75 max)	(\$40 min, \$85 max)
Retail Rx: Non-formulary	50% coinsurance	50% coinsurance
	(\$50 min / \$100 max)	(\$60 min / \$110 max)
Mail Rx	2 times retail	2 times retail
Rx OOP Maximum	\$3,000 / \$6,000	Combined with medical

### CDHP - Tentative Agreement

CDHP Provision	2023 Plan Design	2025/26 Tentative Agreement
Employer Funding Amount	\$500 / \$1,000	\$500 / \$1,000
<b>In-network plan design</b>		
Deductible*	\$1,500 / \$3,000 (1,600/3,200 in '24)	\$2,000 / \$4,000
PCP Visit	20% after deductible	20% after deductible
Specialist Visit		
Emergency Room		
Coinsurance	20%	25%
	\$4,000 / \$8,000	\$5,000 / \$10,000
OOP Maximum (Incl. Deductible)*	(OOPM for individuals on a family contract will be embedded at \$7,900)	(OOPM for individuals on a family contract will be embedded at the lesser of the family OOPM and the individual maximum allowable OOPM, as defined by the ACA)
OOP Maximum Type	Aggregate	Aggregate
<b>Pharmacy plan design</b>		
Rx Deductible	Combined with medical	Combined with medical
Retail Rx: Generic	Preventive Rx at no cost	Preventive Rx at no cost

Retail Rx: Brand	20% after deductible (\$75 max for generic and brand, \$100 max for non-formulary)	20% after deductible (\$100 max for generic and brand, \$125 max for non-formulary)
Retail Rx: Non-formulary		
Mail Rx	2 times retail	2.5 times retail
Rx OOP Maximum	Combined with medical	Combined with medical

\* OOPM for individuals on a family contract will be embedded at the lesser of the family OOPM or the individual maximum allowable OOPM, as defined by the ACA

### Basic Choice - Tentative Agreement

Basic Choice Provision	2023 Plan Design	2025/26 Tentative Agreement
Employer Funding Amount	N/A	N/A
<b>In-network plan design</b>		
Deductible	\$3,000 / \$6,000	\$3,500 / \$7,000
PCP Visit	30% after deductible	30% after deductible
Specialist Visit		
Emergency Room		
Coinsurance	30%	30%
OOP Maximum (Incl. Deductible)	\$6,000 / \$12,000	\$7,000 / \$14,000
OOP Maximum Type	Embedded	Embedded
<b>Pharmacy plan design</b>		
Rx Deductible	Combined with medical	Combined with medical
Retail Rx: Generic	Preventive Rx at no cost 30% after deductible	Preventive Rx at no cost 30% after deductible
Retail Rx: Brand		
Retail Rx: Non-formulary		
Mail Rx		
Rx OOP Maximum	Combined with medical	Combined with medical

## Classification Subcommittee

### 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**

- 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.

	A	B	C	D	E	F
Reporter	72,800	76,367	81,178	86,698	91,033	95,585

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

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